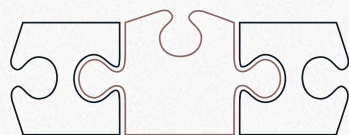


Annual report 2022



OFFICE OF THE OMBUDSMAN FOR
TELECOMMUNICATIONS

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Foreword

For once, we are starting this introduction on a festive note. This year, we are honoured to celebrate the 30th anniversary of the Mediation Service for Telecommunications. During this period, we handled the remarkable number of more than 420,000 complaints within our mission.

In the first chapter, we will look back on three decades of Mediation Service and take the opportunity to display these 30 years with some historical themes within the sector as well as future perspectives.

In 2022, the Office of the Ombudsman for Telecommunications received 10574 written requests for intervention. The number of complaints decreased (-20.82%) compared to 2021 (13355 complaints).

This decrease is seen both in mediation complaints (from 10648 in 2021 to 8605) as well as for telephone harassment complaints (from 2706 in 2021 to 1969).

This year, the first five operators are the same as in 2021: Proximus in first place, followed by Telenet Group, Orange Belgium, Scarlet and VOO. Unleashed holds the sixth position in the ranking.



COMPLAINT HANDLING

In 2022 we analysed, processed and closed 10264 cases, which is a decrease compared to 2021 (14049 with complaints).

In 96.91% of the complaints, an acceptable solution for the telecom user was reached through an amicable settlement.

The first ten operators and their main complaint subjects are discussed in Chapter 3, F 5.

DIFFERENT TOPICS

In Chapter 4, The Mediation Service again pays attention to vulnerable end-users. Within its operations, the Ombudsman is confronted with potentially weak and vulnerable end-users and thus fulfils a social task.

Chapter 5 takes a closer look at the problems end-users face in controlling their telecommunication costs: before contracting, before billing, after billing and even after contract termination.

Chapter 6 analyses complaints related to the fibre roll-out. The expansion of the fibre network is a large-scale project and inevitably leads to a number of complaints as well as an almost constant search for a balance between different rights and interests that are sometimes difficult to reconcile.

In Chapter 7, the Office of the Ombudsman focuses on the reported fraudulent practices, the new legal provisions in

force since January 2022 and the security measures taken by operators to prevent these fraudulent practices and limit their impact.

In Chapter 8, the Mediation Service addresses the legal guarantee and insists on compliance with the remedies provided by law in case of defective goods.

Chapter 9 highlights the many cases of inconvenience experienced by end-users when they decide to switch telecom operator for fixed and/or mobile services.

Finally, Chapter 10 deals with changes to subscriptions for electronic communications services, where there is an uneven playing field between user and operator.

The rules of procedure and the budget are presented at the end of this report.



We conclude this introduction by thanking all the staff of the Office of the Ombudsman who have managed to find a solution to a large number of cases submitted by users. We would also like to thank the managers of the telecommunications operators on the Belgian market and their teams at all levels, allowing a positive collaboration in the mediation process.

It should be noted that our annual report is also available in its entirety on our website www.ombudsmantelecom.be.

Brussels, 23 March 2023.



Luc Tuerlinckx, Ombudsman



David Wiame, Ombudsman





30-Year history of the mediation service



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A. INTRODUCTION

The first Belgian legislative initiatives to create the function of ombudsman date from 1965. At the time an ombudsman's role was seen as empowering citizens, subscribers or customers to have a partner to whom they could turn to file a complaint about the poor functioning of a service provided to the public.

In the following decades, the political world remained in favor of establishing an ombudsman, which was concretized in the creation of mediation services in various sectors and at various political levels. On 1 January 1993 the first "ombudsmen" were appointed in the telecommunications, postal and railway sectors. The official start of an ombudsman in the telecommunications sector was established and harmonised by the law of 21 March 1991 with the appointments of Mr Vekeman and Mr Vandebosch as the first ombudsmen.

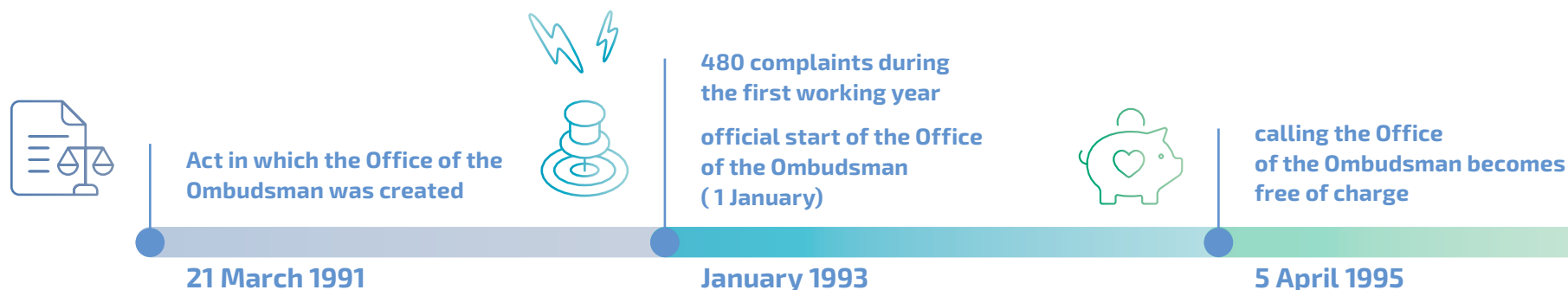
Initially the Office of the Ombudsman for Telecommunications was located in the Brussels rue des Palais, but soon relocated to Barricade-square where the offices offered better accommodation. It was also the time of the first protocols with the only operator active on the telecom market at the time, namely Belgacom. The liberalisation was to follow only a few years later in 1998. The recruitment of ten staff members, detached from Belgacom at the time, was also approved to handle user complaints.

Interestingly, during that initial phase, between September and December 1993, the Office of the Ombudsman treated almost 5000 contacts and a total of 163 complaints. Numbers that were very soon bound to confirm the relevance of an ombudsman in a sector that is forced to evolve quickly instigated among other things by an increasing number of operators and the technological evolution.

During its 30-year history, the Office of the Ombudsman received 344,293 requests for mediation regarding complaints against telecom companies that could not be solved in first-line. In 271,549 cases an amicable settlement was reached, with which all parties involved could agree. In those cases where an amicable settlement could not be reached, the procedure was terminated by formulating a recommendation. In addition, since its creation, the Office of the Ombudsman has treated 87,566 requests to identify suspected perpetrators of malicious calls. Another legal mission consists of answering questions from telecom users. Since the 2016 registration of these mainly telephone requests for information, 39,077 users have turned to the Ombudsman Service to obtain various information.



**SINCE ITS
CREATION
THE MEDIATION
SERVICE HAS
TREATED 422,921
COMPLAINTS**





The complaints offered the Mediation Service a unique opportunity to get an overall picture of the structural problems telecom users have been faced with for the past three decades. Not only through annual reports, but also through other channels and periodic meetings, the operators, the telecom regulator (BIPT) and other stakeholders were informed about the evolutions within the complaints and the identified issues. By sometimes repeatedly reporting structural problems, the Office of the Ombudsman always pursued solutions that benefited all telecom users, so also those who did not make use of its mediation assignment.

Over the past 30 years the Office of the Ombudsman has taken measures to be truly approachable, accessible, visible and effective for users, in line with its mission. In order to improve accessibility it was decided for instance to remove the selection menu for those calling the Service, precisely because complainants' testimonies show that this can be considered an obstacle when one tries to reach one's operator's customer service. Thanks to constructive cooperation with the operators, complaints of an urgent nature usually lead to an appropriate solution. For example, senior citizens with a personal alarm who are faced with inference on their telephone connection cannot be expected to wait for days for a solution. The same goes for a company that notices its internet con-

nection is down because of road works. Needless to say that three decades of experience and mediation in tens of thousands of complaints has led to a profound expertise of the staff of the Ombudsman for Telecommunications, which undoubtedly contributes to the success of out-of-court dispute resolution.

This article will highlight some key complaint topics where the Mediation Service has been striving for structural solutions over the past three decades. The evolution of complaints regarding malicious calls will also be discussed. Finally, the conclusion will reflect on the various challenges the Office of the Ombudsman Service is facing today, but probably also in the future.

B. SOME KEY COMPLAINT THEMES HIGHLIGHTED

1. Termination fees

I have had a contract with Mobistar since 2013. In the course of this contract we were contacted spontaneously to choose another tariff formula, which we accepted and for which we did not get any extra advantages. We were told by their freelance seller that we definitely did not have to respect a new notice period, because it was a change of tariff and we had been connected for more than two years. Because the company was taken over, three numbers of Orange were cancelled and Orange now sends the company a € 864,00 invoice for discontinuing those numbers.



double the amount of complaints (4459) compared to 1995

1996



11% of the complaints (545) relate to mobile telephony

1997



full liberalisation of the telecom sector

1 January 1998

2005 was the first year the Office of the Ombudsman was confronted with a high number of complaints about termination fees. These mostly resulted from terminating a telecom contract which original duration was extended, without the user's alleged consent. Especially for professional customers, the termination fee could be high. Already in its 2005 annual report, the Ombudsman advocated contracts of either indefinite or limited duration, not in the least because high termination penalties threatened to disrupt market liberalisation:

From the very start, customers should be able to choose between either an open-ended contract or a fixed-term contract with an initial duration of maximum 12 months.

As the number of disputes did not decrease, and in 2011 there were even 5969 appeal complaints due to a contested termination fee, the Office of the Ombudsman again paid special attention to this structural problem that year, as well as in the subsequent edition of its annual report. The transposition of European Directives 2009/136/EC and 2009/140/EC into national legislation, which took effect on 1 October 2012, formed a turning point. From that moment on subscribers were bound to their telecom operators by contracts of maximum six months, provided

they did not have more than five numbers. In practice, many operators now offered residential customers only open-ended contracts, which could be terminated free of charge at any time. Although this had a very positive impact on the number of disputes, the Office of the Ombudsman still registered more than 250 complaints in 2017 about termination fees, mostly from professional users. These complaints showed that Orange in particular interpreted the legal criterion of 'five numbers' in the sense that CPS (Carrier Preselect Services) was also considered to be a number, whereas in reality this is a service for which the numbers are managed by Proximus and Orange only charges the outgoing traffic. This controversial practice prompted the Mediation Service to make the following comment in its 2017 annual report:

Until today this operator sticks to its practice, which is one of the reasons why Orange causes the majority of complaints about charging termination fees.

On 31 December 2021 the law transposing the European Electronic Communications Code and amending various provisions regarding electronic communications was published in the Belgian Official Journal. This fundamentally changed, among other legislation, the law of 13 June 2005

on electronic communications, in which the five-number rule had been embedded up to that time. This criterion was replaced by a new principle on 10 January 2022 when Article 111/3 entered into force. Operators were no longer allowed to demand compensation from a customer or a professional subscriber having a maximum of nine employees for terminating a contract after the end of the sixth month following its entry into force. The number of complaints dropped to 58 in 2020, which is less than 1% of the number of requests for mediation on termination fees submitted in 2011.



2. Charges on telecom invoices incurred by providers of M-commerce and premium SMS services

I have had a subscription to a service called 'Demon Games' for four weeks now. This costs me € 4,99 a week on my Proximus bill. The reason is that my (six-year-old!) son was watching Pokémon on my mobile phone for a moment when he suddenly noticed an advertisement. I have not given my permission and a contract was concluded with a six-year-old child unwittingly, without the parents' knowledge. I think this is illegal.

For the first time in 2002, the Ombudsman's Office was confronted with complaints from users who saw charges on their telecom bills for payment services which they said they had not ordered. At the time this involved received text messages about games and erotica among other things, for which a fee was charged. Based on the complaints, the 2002 annual report stated that this could be a form of forced selling, as the affected users were not aware beforehand of the payable nature of the service, even though they had replied to these premium SMS messages. Because of a rising number of disputes, this issue was given considerable attention in almost all the following editions of the annual report, as the problem continued to spread. The operators reacted by drawing up codes of conduct to which payment service providers had to comply. The main focus was on the need to provide the user with a complete purchasing experience and transparency in terms of tariffs, as well on the ability to easily stop the services, which were often offered in the form of a subscription. However, despite this attempt at self-regulation the number of disputes did not drop, quite the contrary. The number of complaints submitted to the Office of the Ombudsman rose from 616 in 2006 to 1412 in 2007. In the years that followed the trend continued, leading to the following comment in the 2009 annual report:

Once again, based on the complaints registered in 2009, the Office of the Ombudsman can conclude that in too many cases the GOF-guidelines are ignored in too many cases by some providers of premium rate SMS services. Operators should be aware that the inflow of complaints will not decline as long as service providers fail to comply with the existing rules.

The requests for mediation also showed that the telecom operators did not take the first-line complaints about premium services seriously and often referred their customers empty-handed to the service providers, the Office of the Ombudsman or even the police. This observation repeatedly constituted the subject of recommendations to the billing operators, who in addition fulfilled the role of claimant and did not hesitate to block the customer's telecom services when disputed costs for third-party services were not paid on time. The same occurred in the 2014 annual report, the year in which an explosion of complaints, mainly against Proximus, was registered about a phenomenon that was new at the time, namely M-commerce services:

Therefore, the Office of the Ombudsman again calls on Proximus to take a fundamentally different attitude



menu when calling to the Office of the Ombudsman is abolished

first complaints regarding premium SMS messages

2002



mobile number portability becomes valid but few complaints

2003



first complaints about calls to TV games (0905 numbers)

2004

towards complaints relating to billing M-commerce services. After all, Proximus is committed to accounting for every element that forms part of its billing in the event of questions or complaints, even if the bills relate to third-party services.

Since 26 January 2019 a new legal framework regarding third-party services has been in force, namely the Royal Decree establishing the obligations applying to the provision of paying services, as referred to in Article 116/1, § 2, of the Electronic Communications Act. This Royal Decree stipulated, among other things, that in case of questions and complaints about certain types of pay services, users could contact their operator's customer service, a fact that the Mediation Service has been striving for for twenty years. Proximus, which caused the most complaints by far, committed itself in recent years to start its own investigations of first-line complaints regarding third-party services and to provide for reimbursements when providers are unable to give conclusive proof of the order. Although there are still numerous testimonies of users showing that some operators and service providers

do not respect the legal framework in place, the number of mediation complaints fell in 2022 to a record low of 360 in the past decade.

Of course I agree with the reimbursement of the sum. Nevertheless I still wonder why Proximus deals with such companies and blots its good name by doing so. I repeat that my thirteen-year-old daughter did not know what consequences a few clicks could have, and when I see and hear how many complaints there are, I think that Proximus (and possibly other telecom companies?) should consider whether it still wishes to offer these services.



code of conduct heralds the downward trend of "Consultel" complaints

2005



number of complaints steadily grows to 20,422

2006

3. Automation of the social tariff

My mother will turn 80 this year and lives alone. Now she gets the social tariff because I applied for it. I didn't know this was possible. My question now is, does this also work retroactively?

When the Office of the Ombudsman was created, Belgacom was the only telecom operator active on the Belgian market. At the time, this operator was already granting discounts on subscription and call charges to certain target groups who were beneficiaries of the social tariff. The complaints filed in 1994 about the social tariff gave rise to the following conclusion in the respective edition of its annual report:

The public is poorly informed about the existence of the social telephone tariffs.

In its 1996 annual report the Office of the Ombudsman criticised the manner in which the social tariff had to be applied for:

The formalities to be dealt with to obtain a social telephone tariff clearly constitute a heavy burden on persons who want to make use of this tariff.

The social tariff has since undergone major reforms. It is no longer exclusively reserved for Belgacom or Proximus customers, since now also beneficiaries having a subscription with Telenet Group, Orange, Scarlet and VOO can get a discount on their telecom bills. Moreover, it no longer applies only to fixed telephone connexions, as was initially the case, but can also be obtained for internet subscriptions. Some operators also voluntarily offer it on mobile phone connections. However, the adaptation to the technological and social reality did not take away the fact that important structural problems continued to manifest themselves in the complaints. One of the difficulties that regularly occurred, was the fact that the social telecom tariff was not granted automatically to the entitled persons, a principle that largely does exist in the energy sector. This observation prompted the Office of the Ombudsman to make the following statement in its 2017 annual report:

A lot of complainants do not manage to exercise their rights in time. Where to apply for a certain right? Which documents must I collect? Those are questions that are regularly addressed to the Office of the Ombudsman. The Office of the Ombudsman pleads for a further informatisation and automation of the procedure, so that entitled telecom users automatically benefit from the social tariff, without having to submit an application.

In its coalition agreement the current federal Government included its intention to examine whether the granting of the social telecom tariff can be automated. From 2024, persons who are entitled, would be able to switch automatically to a social internet subscription for €19.00 a year. Although time will tell whether this announced measure will effectively lead to fewer complaints, any form of automatic granting of the social tariff is expected to be positive for the beneficiaries, who for years were unaware of their rights or for whom the formalities to apply for the discounts were an unsurmountable obstacle.



for the first time more electronic complaints than letters of complaint

Office of the Ombudsman competent to handle complaints regarding providers of TV services (15 July 2007)

2007



call for better functioning of the operators' first-line services

2008



4. Accessibility and functioning of the customer services

We have a phone number with Orange whose SIM card had been lost in early October 2022. Consequently, we had contacted Orange. By now, without exaggerating, I have had to call 50 times to get in, and when I do get someone on the line, I am always redirected without success. By way of a chat on Facebook and Twitter I do not get any response either.

For telecom companies too, a well-functioning customer service is crucial for optimising the relationship with clients and thus even an important element in the user's decision whether or not to consider switching to a competitor. It is reasonable to expect that a customer service should be easily accessible through a wide range of channels, that no unnecessary barriers have to be overcome to contact the right employee, that questions and problems are treated quickly and efficiently and that first-line contacts do not cause (excessive) costs.

In a certain sense, it is inherent to a mediation complaint that the user involved is dissatisfied with the functioning of the customer service, because the latter has not offered him a solution. The complainants' testimonies show which are the main structural shortcomings in how the telecom operators' customer services work. From the very first annual report (1993) the Office of the Ombudsman reported certain shortcomings as to Belgacom's customer care:

The telephone enquiry service, the customer services, the trouble shooting services and the services that treat complaints about billing, are chronically overloaded and often unreachable, except after long waits.

Since the implementation of Article 116 of the Act of 13 June 2005 on electronic communications, operators, to the extent that they provide a telephone customer service, have been obliged to be reachable on a number where call charges could not exceed the zonal rate. However, this law lacked mandatory quality parameters, including in terms of waiting times. In 2008 and 2009 a few explicit disputes about the functioning of customer services took a prominent place among the complaints addressed to the Office of the Ombudsman, so that the matter received a lot of attention in the 2009 annual report. The operators were advised to

urgently revalue their customer services and to spearhead optimum accessibility and good-quality first-line complaint handling. It was explicitly stated that the supportive role of a customer service could not be side-lined by commercial interests. Among others, in the 2011 annual report, notable the year in which the main operators had signed the charter for customer-friendliness, the numerous complaints caused the Office of the Ombudsman to elaborate on this issue once again. The lack of a profound, good-quality first-line complaint handling, remained a persistent problem. As a positive evolution, it could be noted that testimonies from complainants showed that operators had, less than in the past, used first-line complaints to sell services and products. The 2013 annual report, the year in which the Mediation Service registered 834 complaints about the telecom operators' customer care, again included a series of recommendations for improvement.



for the first time considerable number of complaints about costs resulting from mobile Internet use

2009



3,762 complaints regarding malicious calls

2010



termination fees become a dominant topic leading to 5,969 complaints

2011



Much more efforts should be made to improve the accessibility of the telephone customer service, as there are clearly higher expectations in this respect among users. A maximum waiting time of 2.5 minutes, as prescribed in the Charter for customer friendliness, is to be considered as a reasonable objective.

Since 10 January 2022, telecom operators are effectively legally obliged to answer phone calls to customer services within 2.5 minutes. Only in case of high traffic will customers be given an informative message and are they given the opportunity to leave their contact details, so that the operator can contact them, preferably at the time they have indicated.

The Office of the Ombudsman is well aware that shorter waiting times are only one of the many elements that make up the telecom users' perception about the functioning of the customer services. The challenges for telecom operators, including in terms of quality handling of first-line queries and complaints, therefore remain significant.

C. APPLICATIONS TO IDENTIFY SUSPECTED PERPETRATORS OF MALICIOUS CALLS AND TEXT MESSAGES

I have already filed numerous complaints with the police (someone poured acid into my car, a bullet hole was found in my car and my tyres have been punctured six times, as well as those of my friend when he was staying in my house). Each time the police came to verify the facts. I have tried to install cameras, but we only see a shadow and therefore do not know who the perpetrator is. Yesterday I received a call from a hidden number telling me I had to guess who that person was. I no longer dare to sleep at home and feel very insecure. I fear for myself and for the people who are dear to me. It was the police who advised me to contact you in order to find out who called me, as there can be a link with earlier facts.

In accordance with Article 43bis, § 3, 7°, of the Act of 21 March 1991, the Office of the Ombudsman has the task of examining a request from any person who claims to be the victim of a malicious use of an electronic communications network or service to obtain information about the identity and address of the users of the electronic communications networks or services who have harassed this person, provided that this information is available. The Office of the Ombudsman will grant this request if the following conditions are met: the facts appear to have been established and the request relates to precise dates and hours.

During its early years, the Office of the Ombudsman experienced many difficulties to fulfil this legal mission. At the time, the Belgacom exchanges were not always capable of tracing the origin of calls experienced as malicious and as from 1996 the results of the investigation were only sent to the judicial authorities, instead of to the victims. This method was criticized by the Office of the Ombudsman in its 1996 annual report, the year when 111 complaints regarding disturbing calls were filed. In 1997 both Proximus and Orange let the Office of the Ombudsman know they intended to charge for investigative services. This issue was addressed in detail in the 1997 report, a year in which the number of inquiries had already increased to 786. In the years that followed, a new obstacle manifested itself ever more prominently, namely the impossibility to identify perpetrators of



malicious calls if they used prepaid cards. In this regard the following comment was made in the 2003 annual report:

In the light of this issue the Office of the Ombudsman invites the mobile phone operators to take measures that would allow the systematic registration of holders of such cards.

Since 17 December 2016 telecom operators in Belgium are no longer allowed to sell anonymous prepaid SIM cards, which had a positive impact on the Mediation Service's chances of succeeding in tracing the identity of the suspected perpetrators of malicious calls.

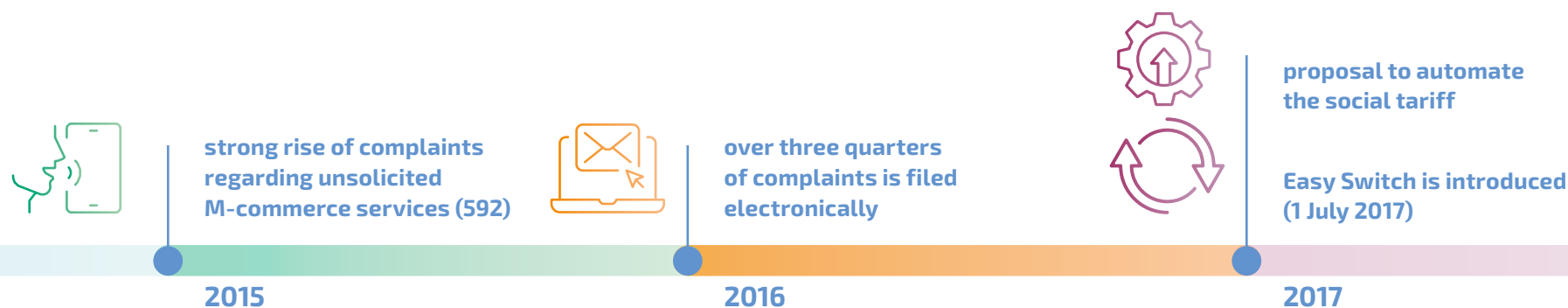
As recently as the 2003 edition, another form of malicious call, which until then mainly took place in the private context, was mentioned for the first time:

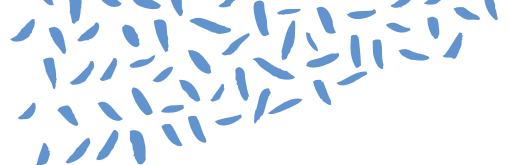
We further note that we are receiving an increasing number of requests for identification relating to tele-marketing companies, because customers consider such canvassing by phone a form of stalking.

In the subsequent years, call centres kept appearing in the results of complaints about nuisance calls. Apparently they often used software sometimes programmed in such a way that more outgoing calls were originated than agents who were available. As a result, users received a so-called ghost call, where only a silence or background noise could be heard. The victims were often very worried because they thought these weird calls were made by burglary gangs. Following analysis, the Office of the Ombudsman contacted in recent years a series of call centres, asking them to take measures to avoid such complaints. Most of them have given a positive response. Users who do not wish to be called for commercial purposes can also register on the do-not-call-me list.

The fact that the number of complaints about malicious calls kept rising in the past decade, up to 5168 in 2013, could partly be explained by the steadily growing phenomenon of phishing. That year it was the first time a significant number of requests was registered in connection with fraudulent calls from persons claiming to be Microsoft employees and trying to swindle users out of their money. Because these calls originated from abroad, the Office of the Ombudsman

did not succeed in identifying the perpetrators. The share of phishing calls in the total amount of complaints kept rising in the years that followed. In an effort to enhance their credibility, criminals apparently also made more and more use of spoofed numbers. Potential victims saw a number on their phone belonging to their bank for instance and unsuspectingly answered the call, which was in reality established by a cunning fraudster. Calls from spoofed numbers still constitute a major obstacle to trace the identity of suspected perpetrators. In Chapter 7 of this annual report the issue of fraud by way of electronic communications channels is discussed more thoroughly.





D. CONCLUSION

The 334,908 mediation complaints treated by the Office of the Ombudsman in the past three decades have not only led to a large number of amicable settlements, but have also been used to expose structural problems and initiate solutions benefiting all telecom users. This has contributed to various measures taken by both the sector and the legislator, which among other things have resulted in a decimation of the number of disputes about termination fees. Recently the number of complaints regarding third-party services has also started to drop considerably. Complaints about Easy Switch are also declining, after this issue had repeatedly been discussed in the annual reports of the Office of the Ombudsman. The automatic granting of the social internet tariff is on the way and from now on operators are obliged to answer calls to the customer service promptly.

Although this is only a selection from the numerous user issues the Office of the Ombudsman has successfully raised over the past 30 years based on the entrusted complaints, recent problems have started to emerge for which structural solutions are lacking for the moment and the number of complaints continues to increase. One example is the introduction of electronic billing, a measure undeniably useful, but seriously worrying vulnerable users, who are unfamiliar with digitalization. Also the rollout of the fibre

network, which may technically speaking be good for the quality and capacity of the internet connection, gives rise to complaints from users whose bills go up, contrary to agreements, or who suddenly find a cable running over their newly renovated façade. Disputes about fibre connections are discussed in Chapter 6. In such cases, the Office of the Ombudsman has to be very cautious in order to strive for solutions on one hand and not to hinder the operators' digital, technological, social and ecological developments on the other.

The procedure for requesting identification of suspected perpetrators of malicious calls has been initiated 88,543 times since 1996. Although identification cannot always be guaranteed the Office of the Ombudsman has contributed to a short-term solution for innumerable victims of telephone stalking, night calls, insults and death threats, unsolicited calls from call centres and even fraudulent calls, to name a few. Will the use of social media to commit fraud or to send hate, threatening and unwanted messages, soon present new difficulties for the Mediation Service in terms of cooperation with the platforms concerned?

Other challenges are inherent to any Mediation Service, which must constantly strive to be sufficiently visible so that users seeking assistance know of their existence. A June 2021 survey, commissioned by the Permanent Consultation of Ombudsmen (POOL), showed that the Office of the

Ombudsman for Telecommunications was the third best-known mediation service. When only the services having the jurisdiction to mediate between users and commercial companies are taken into consideration, the Office of the Ombudsman for Telecommunications is even the best-known entity with 39% familiarity among the surveyed citizens. This cannot only be attributed to the long history of the Office of the Ombudsman for Telecommunications or to word-of-mouth advertising undoubtedly resulting from its numerous successful interventions. Simply the title of this Mediation Service immediately makes it clear to users what disputes it has jurisdiction over and is probably a main reason for its good score.

Nevertheless, we must not rest on our laurels and working towards greater awareness remains a permanent challenge. Operators bear an important responsibility in this respect. They are not only expected to provide the coordinates and role of the Mediation Service on their website, but also to spontaneously refer users to this service if a first-line complaint cannot be solved or cannot be settled within a reasonable time. In addition the operators are encouraged to mention the contact details of the Office of the Ombudsman on invoices, as this can also help raise awareness for users in need of mediation.

The Office of the Ombudsman also strives for continuous attention for vulnerable telecom users. Themes often men-



**upper use limits proposed
to combat bill shock**

2018



**special attention for vulnerable
users in the annual report**

2019



**COVID enhances the importance of
telecommunications; lockdown restrictions
lead to complaints**

2020

tioned in its annual reports regularly relate to complaints filed by elderly persons, digital illiterates, persons with disabilities and newcomers who do not speak the national languages. Regardless, it is important not to create any unsurmountable barriers for this group of users, when they want to make use of mediation. After a negative experience with their operator's customer service it must undoubtedly be a challenge for them to persevere and to turn to the Office of the Ombudsman. It is the duty of the Mediation Service to find a balance between responding to the increasing digitisation and making full use of the advantages it brings in the field of service provision on the one hand, and on the other realising that certain users have missed the digital boat and therefore aiming for optimum accessibility for this vulnerable group. Complaints from vulnerable users are discussed in more detail in Chapter 4.

Last but not least, constructive cooperation with the operators constitutes a permanent point of interest. Mediation can only succeed if there is a good understanding with these companies, so that there is a greater willingness to find solutions. Moreover, the operators are expected to propose

a solution within ten calendar days, so that complaints can be finalised within a short period. The Office of the Ombudsman, which in 2022 settled mediation complaints within an average timeframe of 28 days, is thus trying to respond to the growing expectation resolve problems quickly and efficiently.

I want to thank you tremendously. Today I have received the promotional benefit, namely the Samsung Galaxy buds. After having waited for six months, I am very pleased that the matter has now developed rapidly in a very short time and is now in order.

Similarly, with regard to requests for identification of suspected perpetrators of malicious calls and messages, operators must cooperate and respond to the victims' growing expectations to be informed quickly about the results of the

investigation. The expectations are that international platforms, which are not necessarily familiar with out-of-court dispute resolution and are under the illusion that an Office of the Ombudsman cannot investigate nuisance calls, will take an increasingly prominent place in our country's telecom operator market in the future.



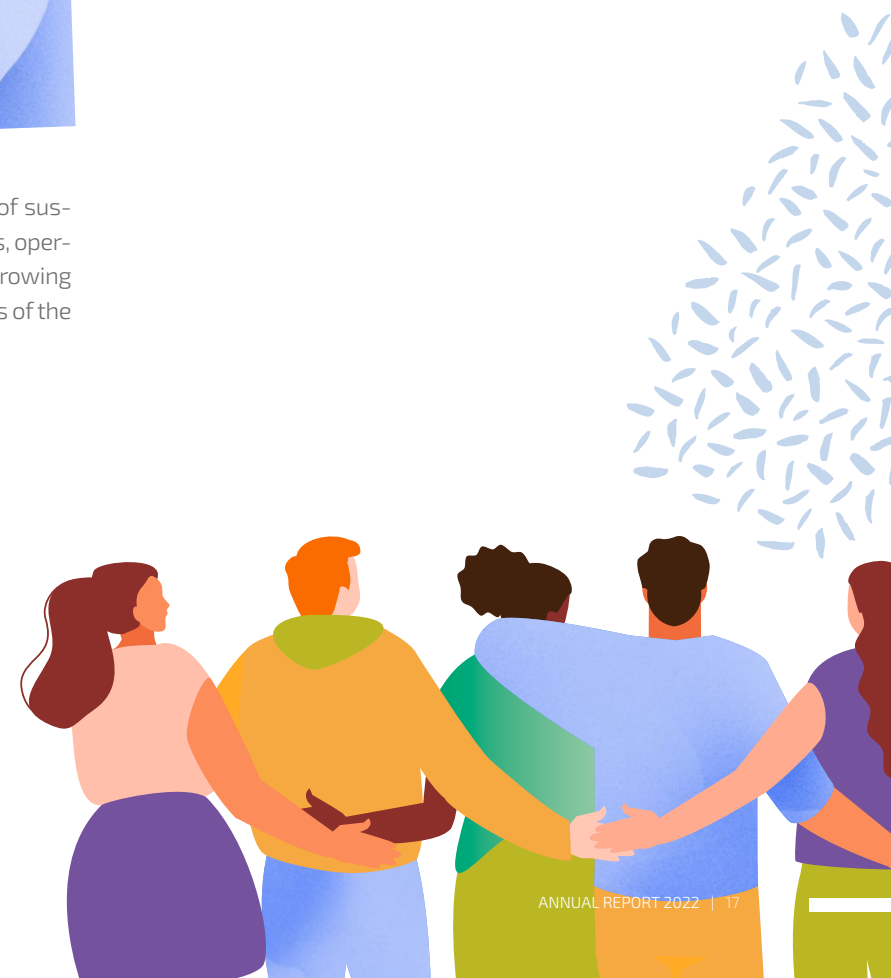
rising number of complaints (75) about electronic communications invoicing being forced on customers

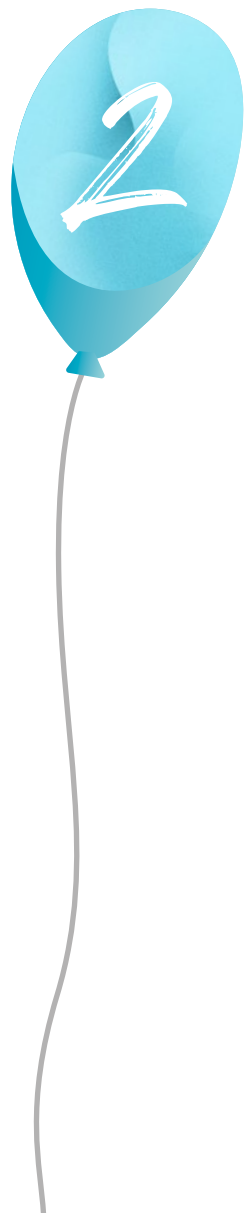
2021



rise of complaints about fibre

2022





Complaints submitted in 2022



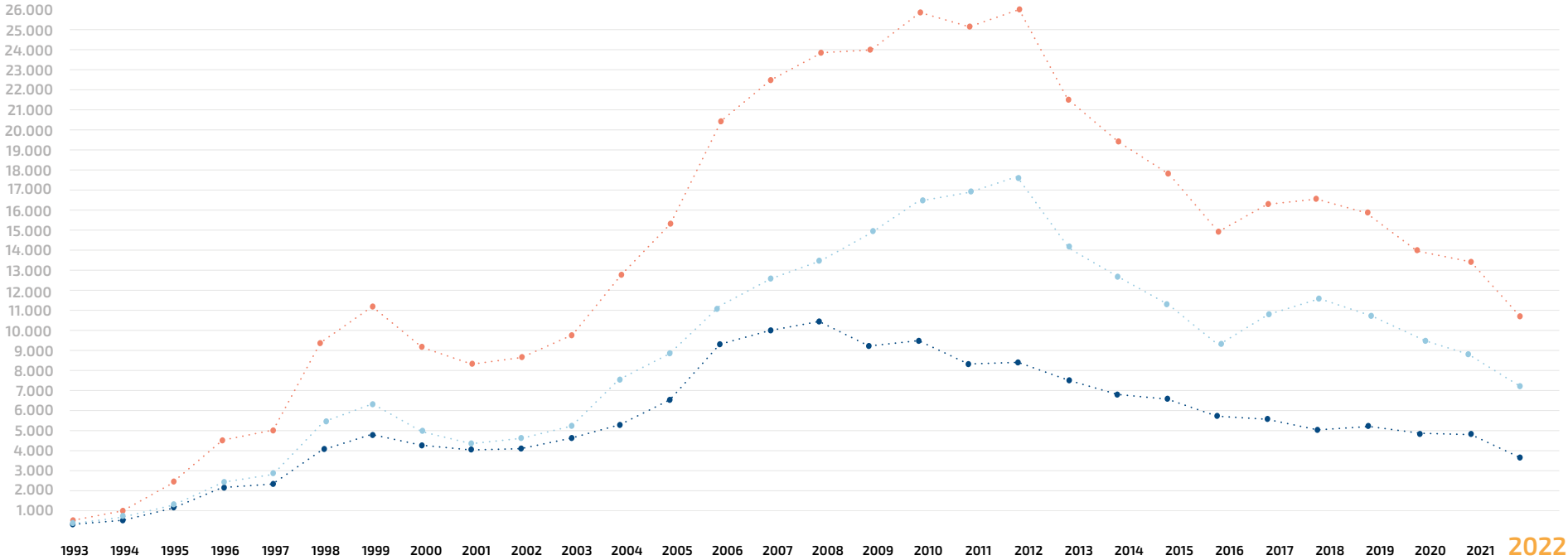
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A. OVERVIEW OF THE COMPLAINTS BETWEEN 1993 AND 2022

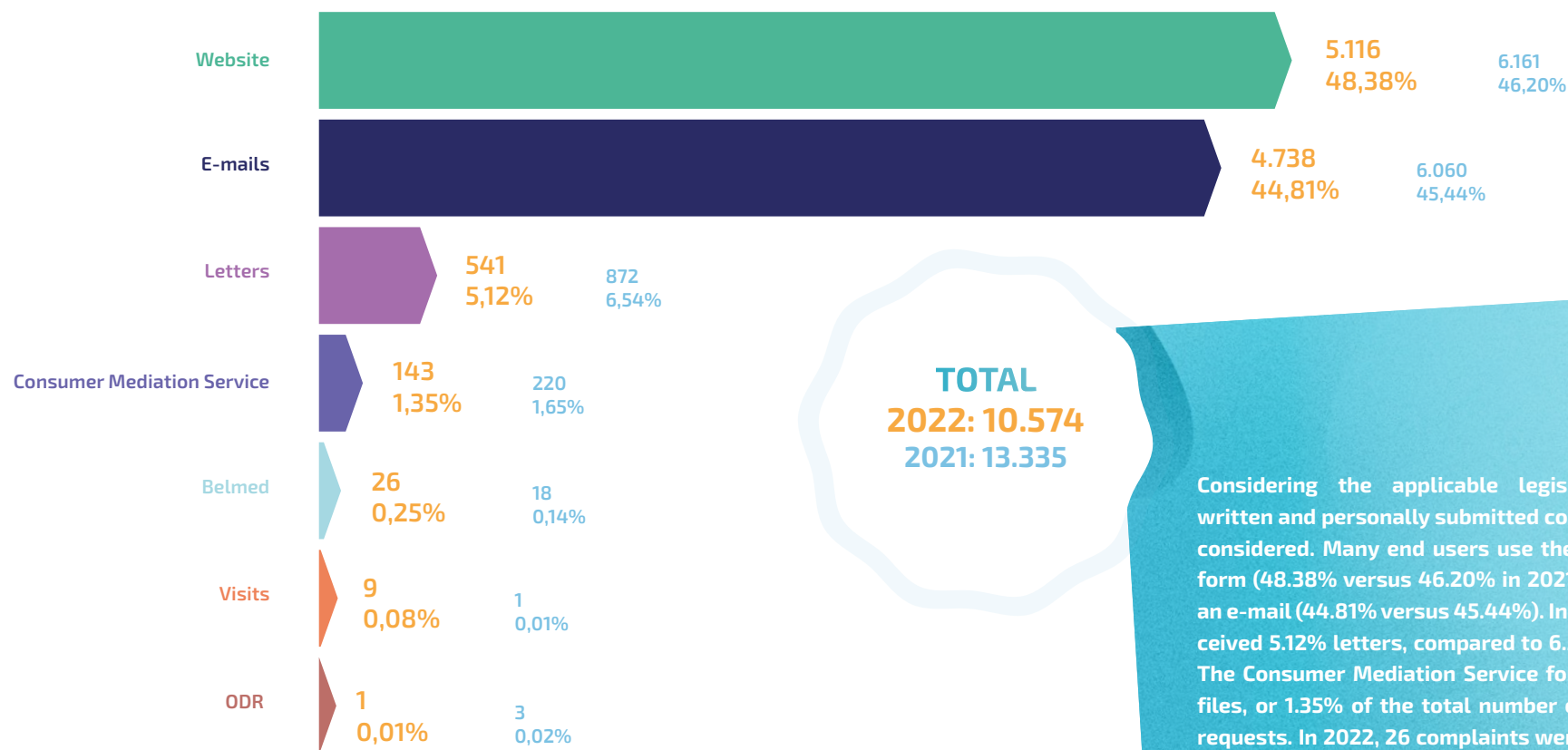
Dutch-language French-language Total

Showing the evolution of the number of complaints submitted to our service.



B. SUBMISSION METHODS

2021 2022



Considering the applicable legislation, only written and personally submitted complaints are considered. Many end users use the online web form (48.38% versus 46.20% in 2021) or send us an e-mail (44.81% versus 45.44%). In 2022, we received 5.12% letters, compared to 6.54% in 2021. The Consumer Mediation Service forwarded 143 files, or 1.35% of the total number of mediation requests. In 2022, 26 complaints were submitted through Belmed, the platform for online dispute resolution of the FPS Economy. One complaint was filed through the European Union's Online Dispute Resolution (ODR) platform. Nine visits by appointment took place at our Brussels' offices.

C. DISTRIBUTION OF COMPLAINTS PER OPERATOR

sO : complaints concerning a simple operator,
mO : complaints concerning multiple operators

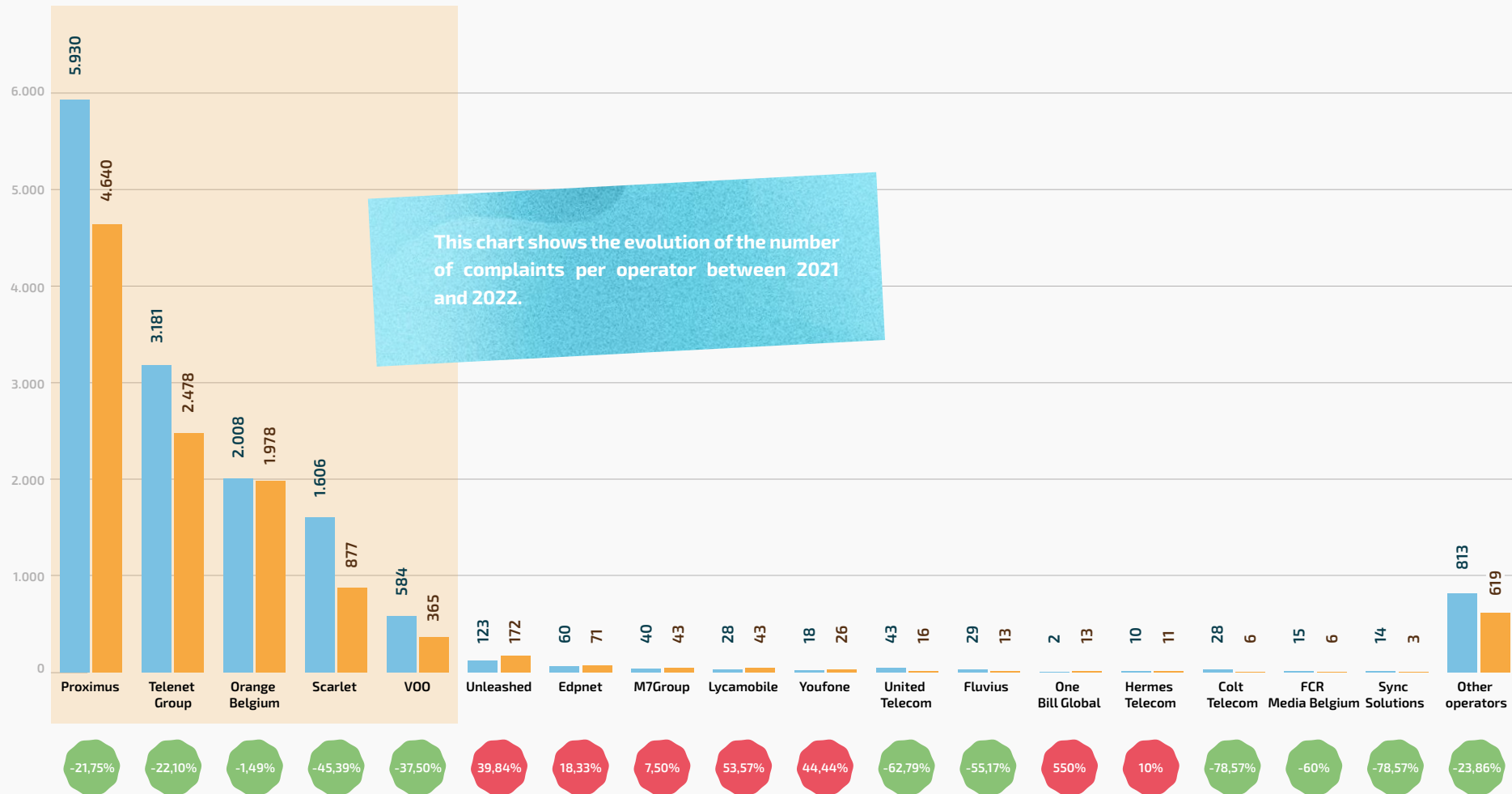
1. Number of complaints per operator

	2022	% 2022	MO 2022	sO 2022	sO 2022 %	2021	% 2021	MO 2021	sO 2021	sO 2021 %
PROXIMUS	4.640	40,77%	493	4.147	42,28%	5.930	40,81%	708	5.222	42,65%
TELENET GROUP	2.478	21,78%	275	2.203	22,46%	3.181	21,89%	404	2.777	22,68%
ORANGE BELGIUM	1.978	17,38%	293	1.685	17,18%	2.008	13,82%	370	1.638	13,38%
SCARLET	877	7,71%	254	623	6,35%	1.606	11,05%	412	1.194	9,75%
VOO	365	3,21%	65	300	3,06%	584	4,02%	154	430	3,51%
UNLEASHED	172	1,51%	32	140	1,43%	123	0,85%	20	103	0,84%
EDPNET	71	0,62%	27	44	0,45%	60	0,41%	30	30	0,25%
M7GROUP	43	0,38%	1	42	0,43%	40	0,28%	4	36	0,29%
LYCAMOBILE	43	0,38%	2	41	0,42%	28	0,19%	0	28	0,23%
YOUFONE	26	0,23%	8	18	0,18%	18	0,12%	5	13	0,11%
UNITED TELECOM	16	0,14%	10	6	0,06%	43	0,30%	24	19	0,16%
FLUVIUS	13	0,11%	12	1	0,01%	29	0,20%	29	0	0,00%
ONE BILL GLOBAL	13	0,11%	4	9	0,09%	2	0,01%	1	1	0,01%
HERMES TELECOM	11	0,10%	2	9	0,09%	10	0,07%	4	6	0,05%
COLT TELECOM	6	0,05%	3	3	0,03%	28	0,19%	22	6	0,05%
SYNC SOLUTIONS	6	0,05%	4	2	0,02%	14	0,10%	0	14	0,11%
FCR MEDIA BELGIUM	3	0,03%	0	3	0,03%	15	0,10%	5	10	0,08%
OTHER OPERATORS	619	5,44%	87	532	5,42%	813	5,59%	97	716	5,85%

This year's top five consists of the same operators as in 2021 in identically the same order: Proximus is still in first place, followed by Telenet Group, Orange Belgium, Scarlet and VOO. We note a decrease in the number of complaints registered for these operators. Unleashed (best known to the public under the Mobile Viking and Jim Mobile brands) is in sixth place, as in 2021. Edpnet, M7 Group (TV Vlaanderen and Telesat), Lycamobile and Youfone round off the top ten operators in terms of

registered complaints. 'Other operators' includes some 20 operators, among them Carrefour Belgium, Fluvius, Fiberklaar, Destiny, Infobel, One Partner, Sewan, Tchamba Telecom and Voiped Telecom. Often a complaint is addressed to several operators. So Proximus, Telenet Group, Orange Belgium and Scarlet are frequently involved together with another operator.

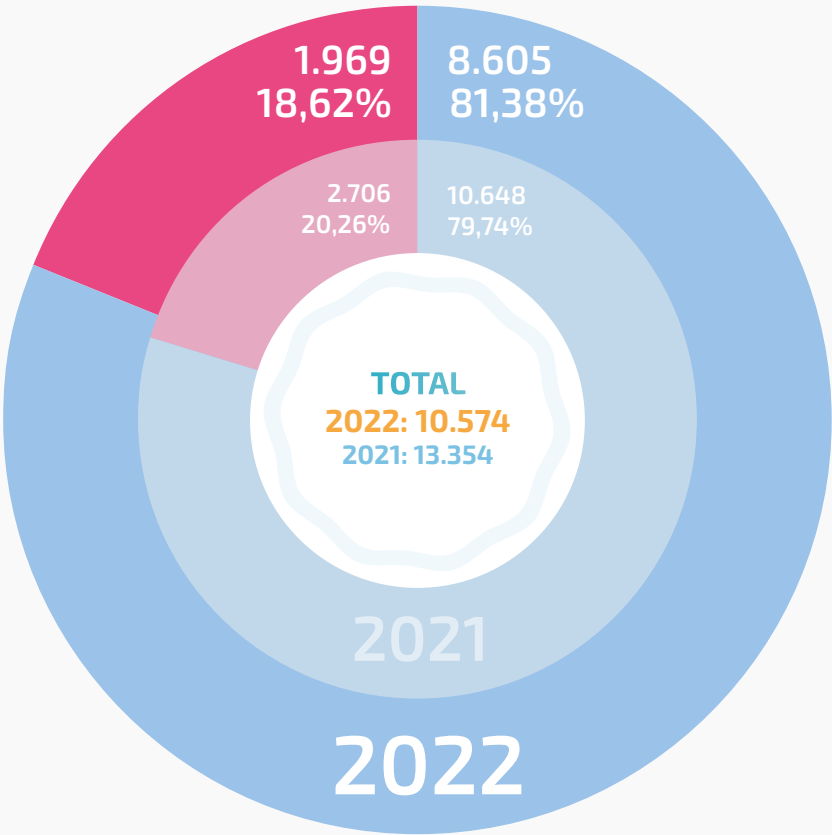
2. Percentage change in complaints per operator



D. DISTRIBUTION OF REGISTERED COMPLAINTS PER PROCEDURE

Malicious calls Mediation

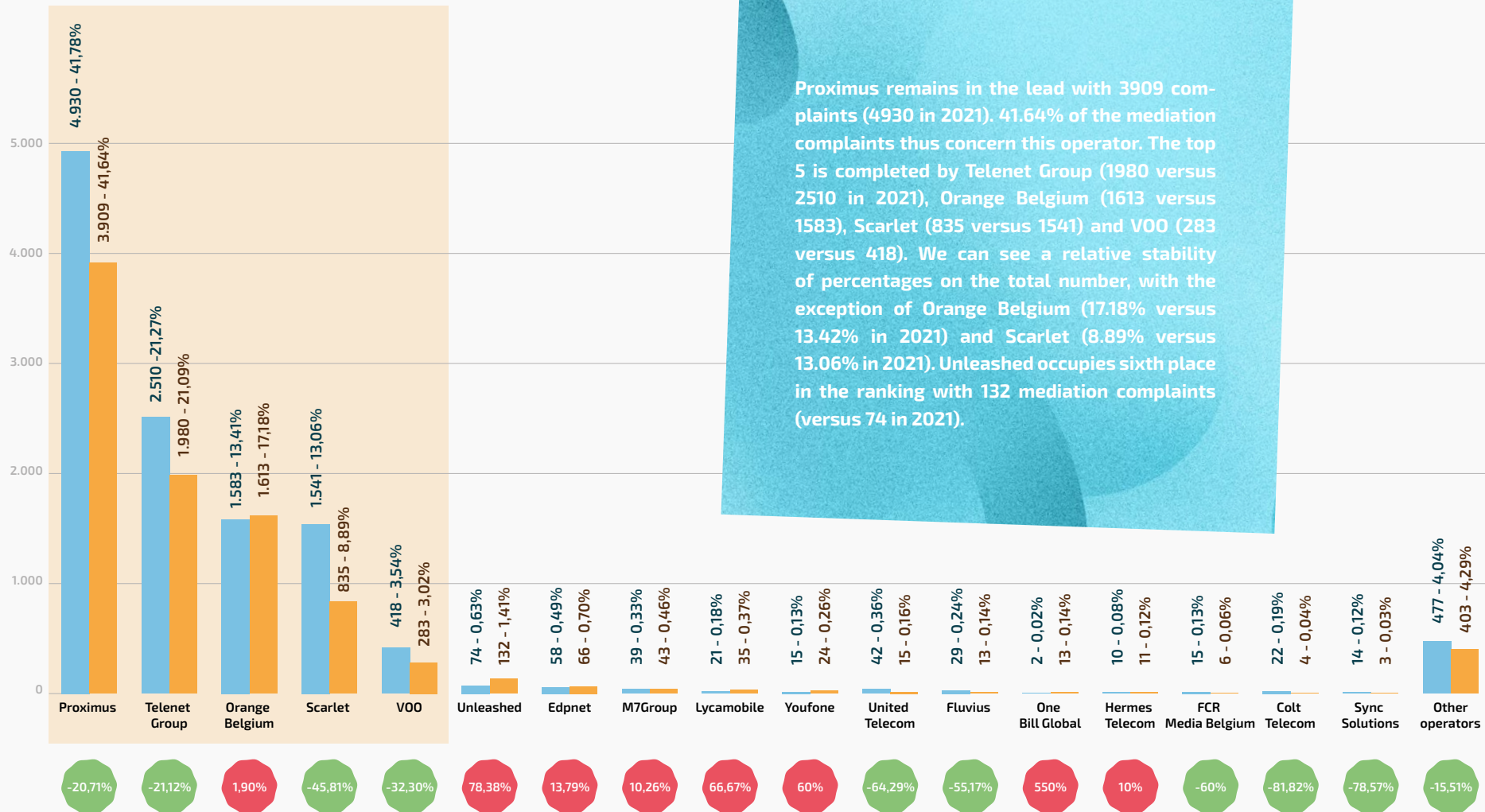
In 2022, 10574 complaints were received, of which 8605 requests for mediation and 1969 linked to the identification procedure for malicious use of a communications network or service.



E. DISTRIBUTION OF MEDIATION COMPLAINTS PER OPERATOR

2021 2022 evolution in %

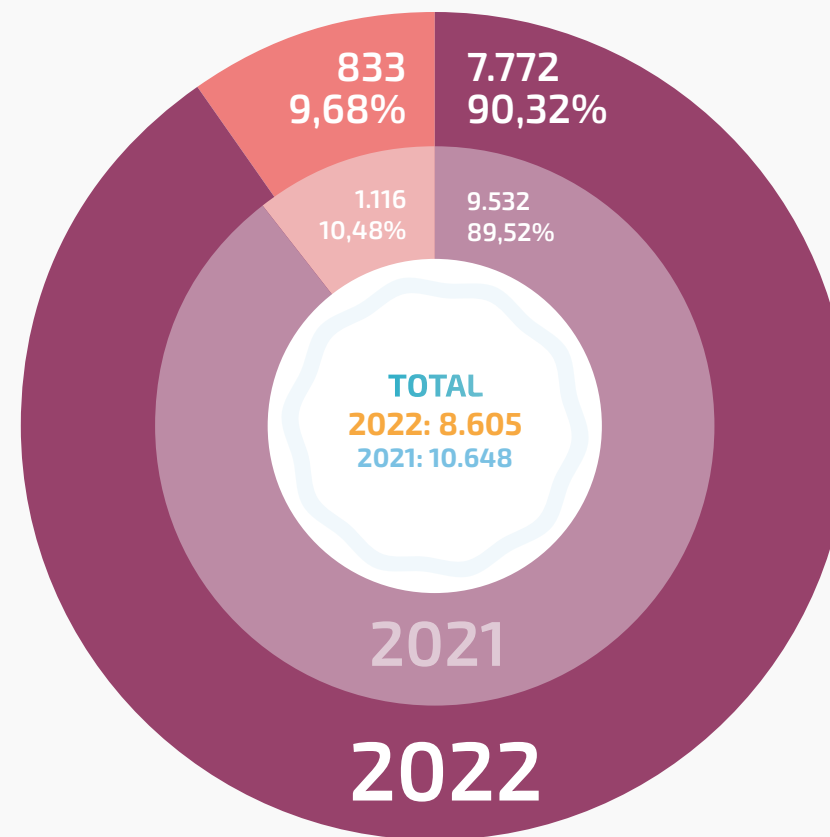
1. Number of mediation complaints per operator and evolution in percentage



2. Number of B2C/B2B mediation complaints

- Business to Consumer (non-professional complainant)
- Business to Business (professional complainant)

The Office of the Ombudsman is available to all consumers and professional users of telecommunications. As a qualified entity, in 2022 the Office of the Ombudsman handled 7772 mediation cases for consumers (business to consumer), thus non-professionals.



F. DISTRIBUTION OF MEDIATION COMPLAINTS PER CATEGORY

mC: multi-category complaints, sC: single-category complaints,
B2C: business to consumer (non-business complainants)

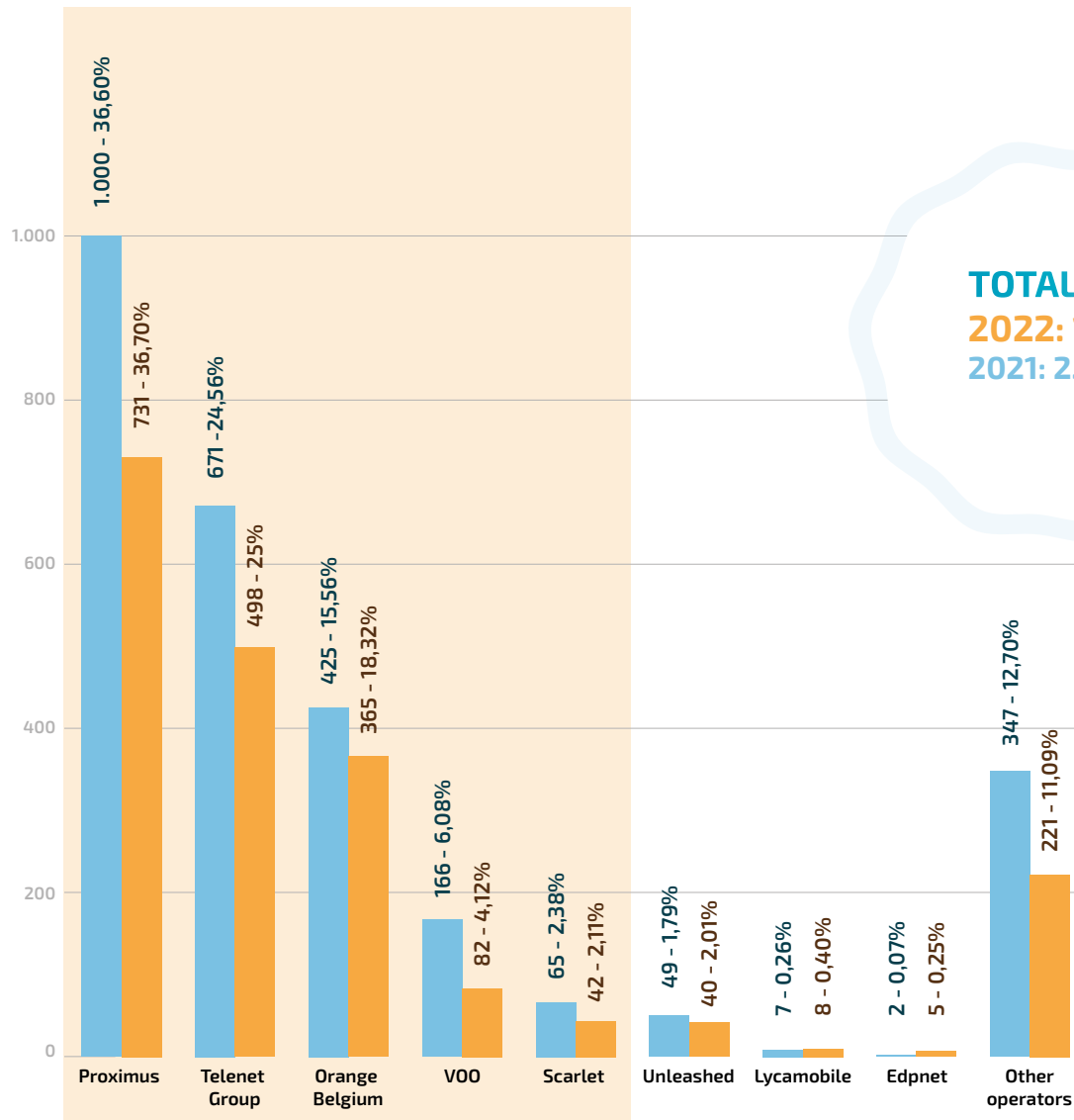
	2022	% 2022	B2C 2022	B2C % 2022	mC 2022	sC 2022	sC 2022 %	2021	% 2021	B2C 2021	B2C % 2021	mC 2021	sC 2021	sC 2021 %
INVOICING	4.569	34,20%	4.170	35,37%	2.434	2.135	40,05%	5.794	36,47%	5.226	36,82%	3.077	2.717	41,41%
CONTRACTUAL ISSUES	2.979	22,30%	2.668	22,63%	2.100	879	16,49%	3.387	21,32%	3.019	21,27%	2.237	1.150	17,53%
FAULTS AND MALFUNCTIONS	1.685	12,61%	1.445	12,25%	961	724	13,58%	1.880	11,83%	1.596	11,24%	1.089	791	12,06%
CUSTOMER SERVICE	1.182	8,85%	866	7,34%	870	312	5,85%	1.044	6,57%	929	6,55%	936	108	1,65%
INSTALLATIONS	839	6,28%	720	6,11%	533	306	5,74%	864	5,44%	769	5,42%	497	367	5,59%
OPERATOR CHANGE	654	4,90%	588	4,99%	415	239	4,48%	957	6,02%	875	6,17%	574	383	5,84%
PRIVACY	336	2,52%	318	2,70%	140	196	3,68%	631	3,97%	577	4,07%	255	376	5,73%
SECURITY	234	1,75%	219	1,86%	169	65	1,22%	350	2,20%	325	2,29%	252	98	1,49%
FOLLOW-UP COMPLAINTS	229	1,71%	199	1,69%	126	103	1,93%	300	1,89%	256	1,80%	147	153	2,33%
PRINCIPAL AFFAIRS	197	1,47%	176	1,49%	132	65	1,22%	181	1,14%	168	1,18%	135	46	0,70%
DAMAGE CAUSED BY INFRASTRUCTURE WORK	168	1,26%	148	1,25%	71	97	1,82%	186	1,17%	161	1,13%	68	118	1,80%
PREPAID CARDS	151	1,13%	146	1,24%	63	88	1,65%	150	0,94%	145	1,02%	45	105	1,60%
MISCELLANEOUS	130	0,97%	123	1,04%	12	118	2,21%	144	0,91%	132	0,93%	6	138	2,10%
TELEPHONE GUIDE	6	0,05%	5	0,04%	2	4	0,08%	18	0,11%	15	0,11%	7	11	0,17%

"Billing" complaints are still clearly in the majority (34.20% versus 36.47% in 2021). As in 2021, the categories "contractual issues" and "disturbances" complete the top three. Complaints about reception ("customer service"), which are mostly associated with another category, come fourth (8.85% versus 6.57%). Complaints about connections complete the top five (6.28% versus 5.44% in 2021). The issue of fibre deployment is discussed

in chapter 6 of this report. The "change of operator" category (as a reminder, this includes disputes related to the Easy Switch procedure and number portability) comes sixth. The persistent problems related to changing operators are analysed in chapter 9 of this report. For non-professional ("business to consumer") complainants, the overall percentages are broadly similar.

G. BREAKDOWN PER OPERATOR OF COMPLAINTS ABOUT MALICIOUS USE OF AN ELECTRONIC COMMUNICATIONS NETWORK OR SERVICE

2021 2022



TOTAL
2022: 1.992
2021: 2.732

Cases relating to malicious use of an electronic communications network or service are decreasing, with 1992 requests compared to 2732 in 2021. We have taken into account the fact that some cases involve one or more operators.



3

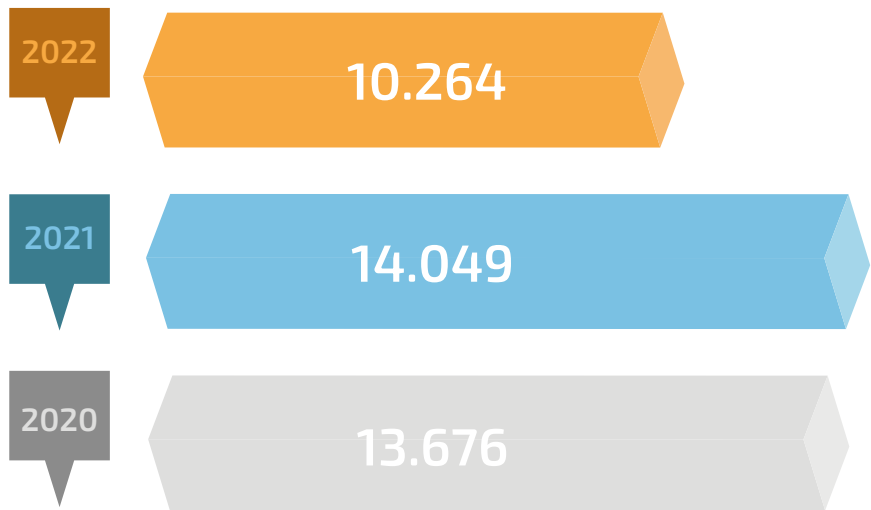
Complaints handled in 2022 and the top 10 operators in 2022



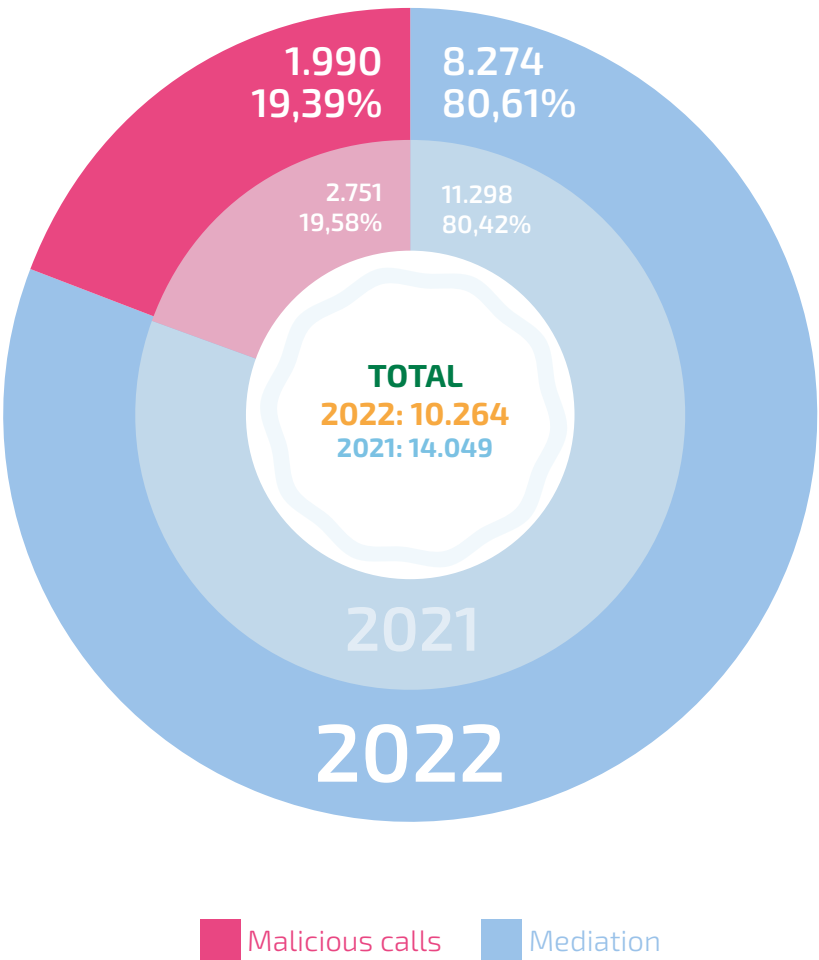
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A. OVERVIEW OF COMPLAINTS HANDLED
BETWEEN 2020 AND 2022



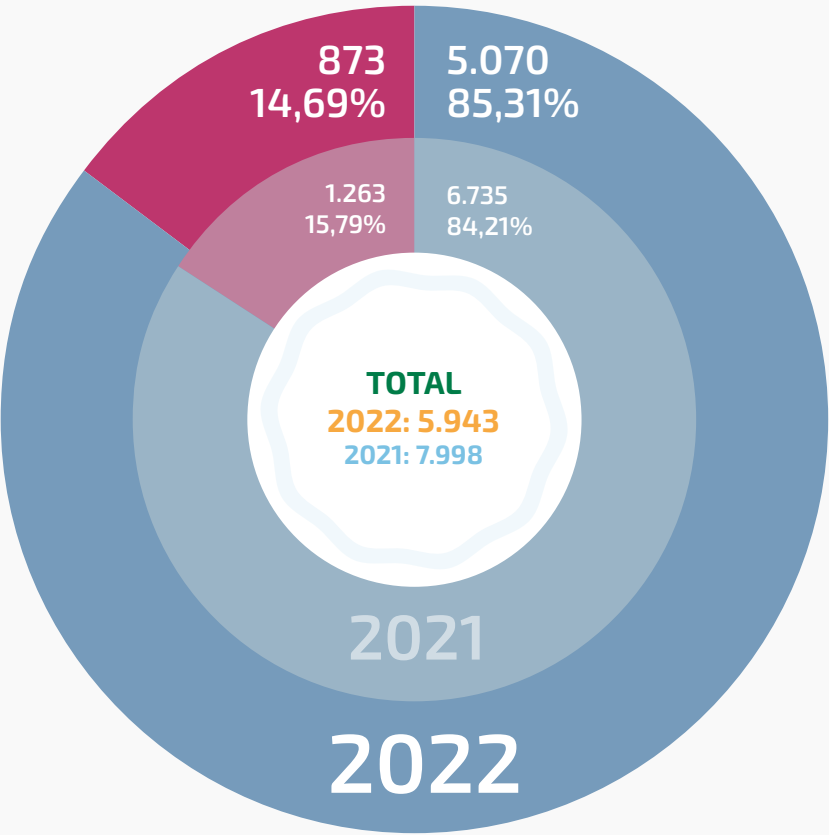
B. DISTRIBUTION OF COMPLAINTS
HANDLED PER PROCEDURE



C. INFORMATION REQUESTS BY TELEPHONE

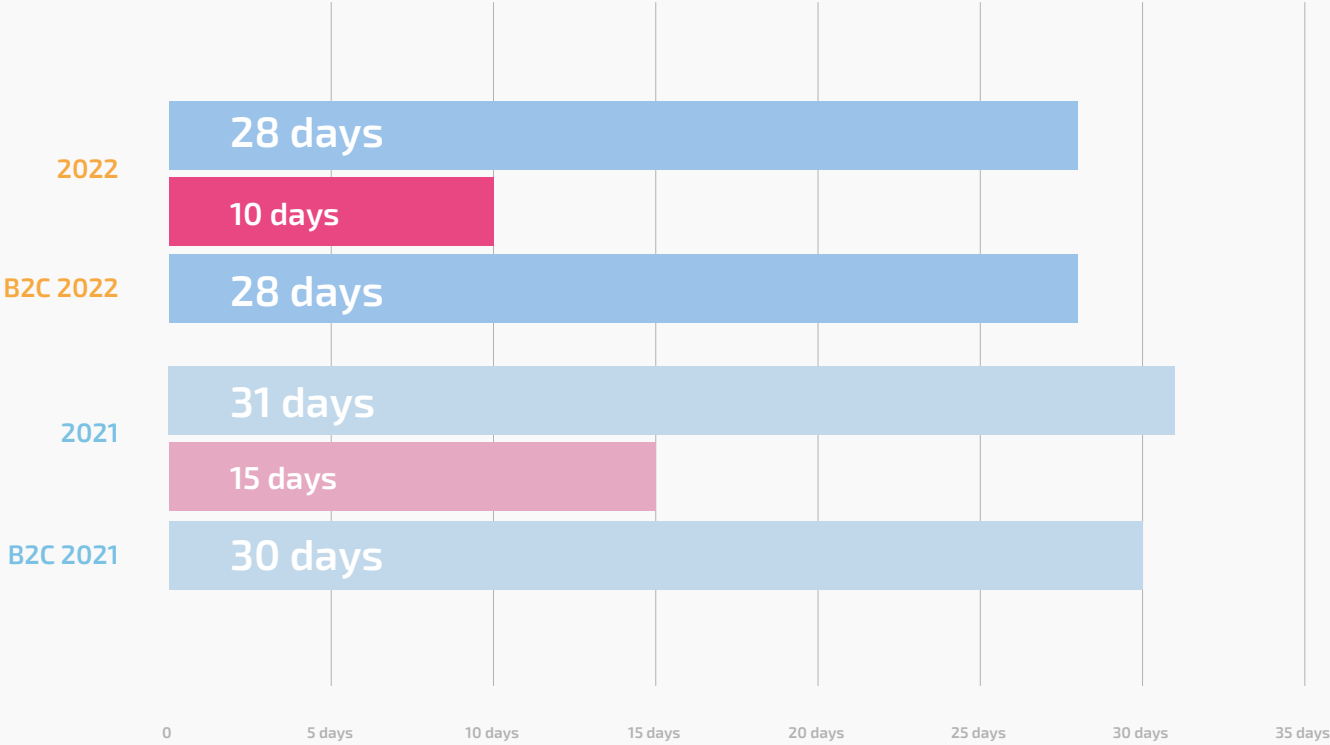
Information malicious calls Information mediation

One of the missions of the Office of the Ombudsman is to provide the best possible guidance to end-users who address it verbally. These direct telephone interventions do not always result in a subsequent complaint or request for identification of alleged perpetrators of malicious use of an electronic communications network or service. Requests for information by telephone (6735 versus 6704 in 2021) concerning a dispute with an operator have remained stable in terms of percentage (85.31% versus 84.21% in 2021). 873 information requests (14.69% versus 15.79% in 2021) were linked to misuse of an electronic communications network or service and, more specifically, on the identification procedure.



D. AVERAGE HANDLING TIME PER PROCEDURE

Malicious calls Mediation



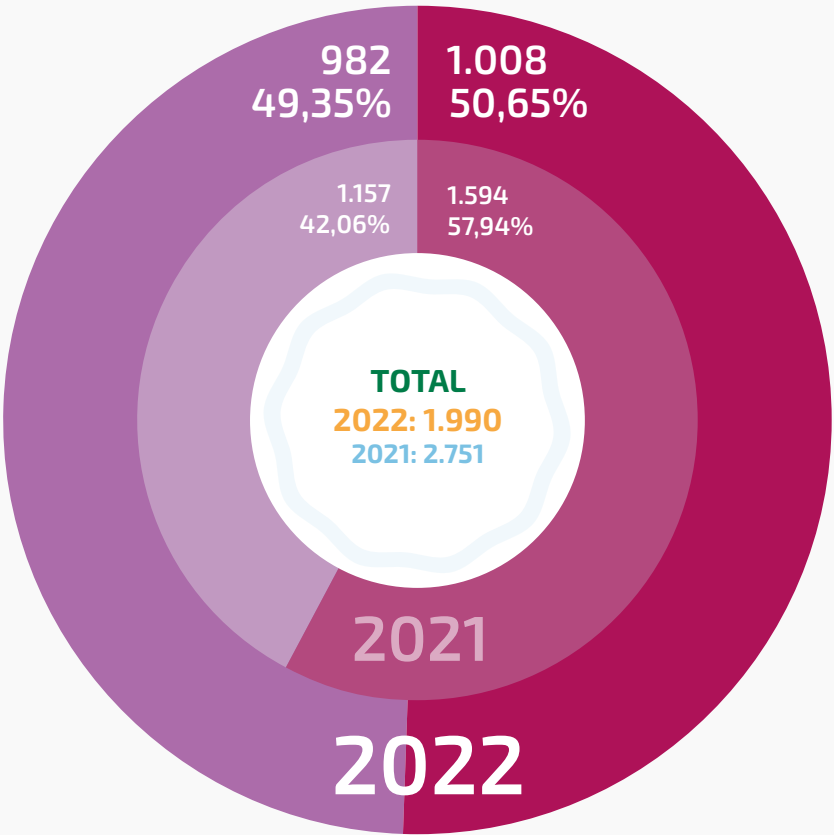
B2C : Business to Consumer (non-professional complainant)

In 2022, an investigation to identify the alleged perpetrator(s) of malicious use of an electronic communications network or service was handled, on average, in ten calendar days (compared to 15 days in 2021). A mediation case was closed, on average, in 28 calendar days (versus 31 in 2021).

E. COMPLAINTS ABOUT MALICIOUS CALLS

With identification Without identification

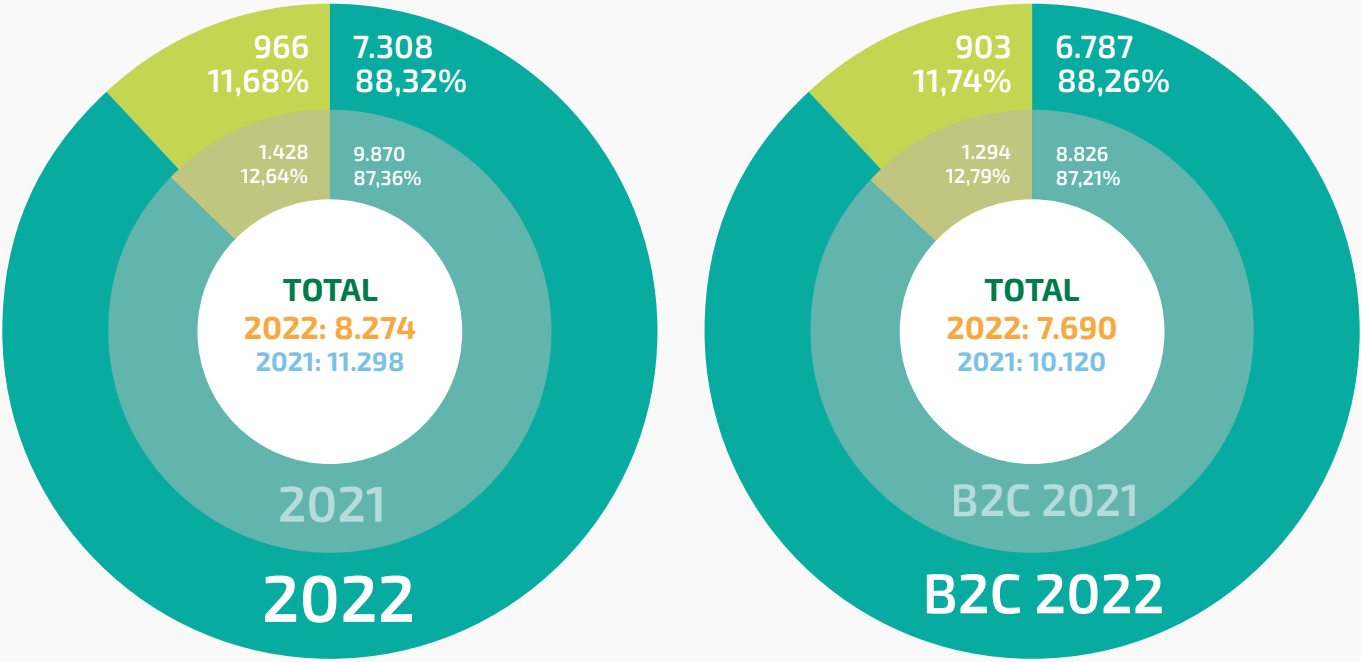
We see a percentage increase in the number of complaints where identification could be provided (49.35% versus 42.06% in 2021). 50.65% of the cases related to misuse of an electronic communications network or service (versus 57.94% in 2021) were closed without being able to identify the suspected perpetrator(s).



F. MEDIATION COMPLAINTS

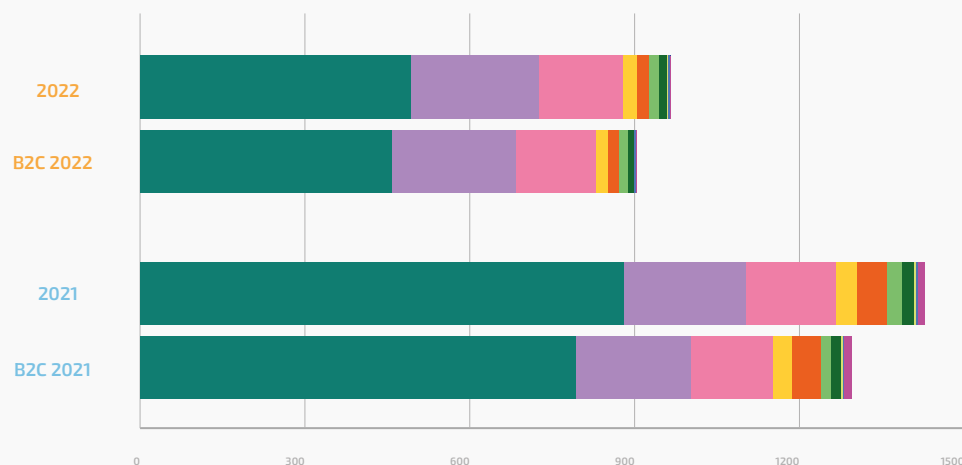
1. Admissibility

Non-admissible Admissible



B2C : Business to Consumer (non-professional complainant)

2. Grounds for inadmissibility



B2C : Business to Consumer (non-professional complainant)

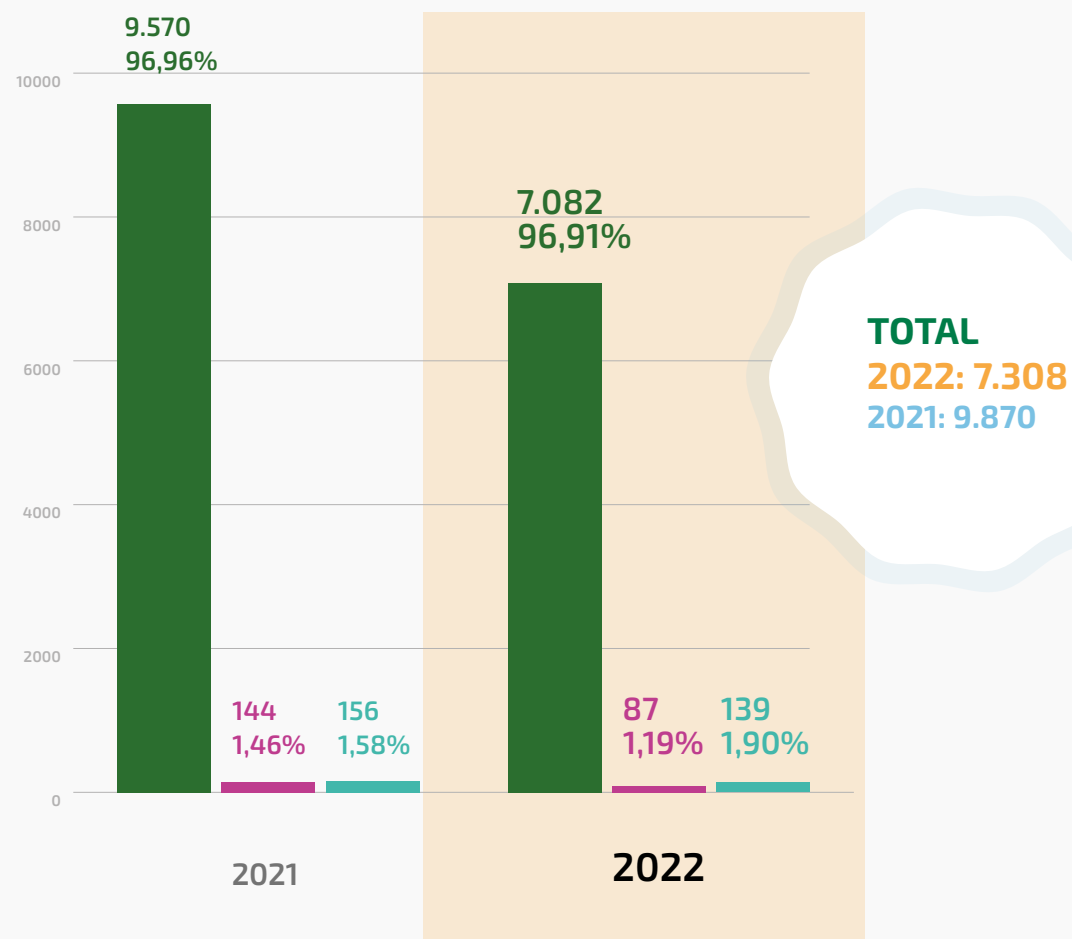
	2022	% 2022	B2C 2022	2021	% 2021	B2C 2021
First-line complaint	493	51,03%	457	880	61,62%	792
Incomplete data	232	24,02%	227	223	15,62%	211
Other sector	154	15,94%	145	163	11,42%	148
Judicial proceedings	25	2,59%	23	39	2,73%	36
Incomprehensible	21	2,17%	20	53	3,71%	51
Facts over one year old	20	2,07%	15	29	2,03%	20
Private disputes	13	1,35%	11	21	1,47%	17
Foreign operator	3	0,31%	1	4	0,28%	4
Outside competence	3	0,31%	2	2	0,14%	2
Vexatious complaint	2	0,21%	2	14	0,98%	13

In half (51.04%) of the inadmissible mediation cases, the Office of the Ombudsman deemed the complaint inadmissible due to the lack of prior contact with the operator concerned (versus 61.62% in 2021). As an appeal body, the Office of the Ombudsman can only intervene if the complainant has already tried to submit the dispute to the operator concerned. 24.02% of inadmissible complaints in 2022 were considered incomplete (versus 15.62% in 2021). The Office of the Ombudsman needs a minimum of information to be able to handle a dispute. In 15.94% of the inadmissible cases (versus 11.41% in 2021), the Mediation

Service refused the complaint because the problem raised concerned a sector other than telecommunications. 2.59% of inadmissible disputes were subject of a judicial appeal (versus 2.73% in 2021). 2.17% of complaints declared inadmissible were incomprehensible (versus 3.71% in 2021). 2.07% were related to a referral to the operator older than one year (versus 2.03% in 2021). 1.35% of complaints declared inadmissible by the Office of the Ombudsman in 2022 concerned a private or a third-party dispute (versus 1.47% in 2021).

3. Results

Amicable settlements Recommendations Withdrawn complaints



4. Positive outcomes for the complainants

	2022	% 2022	B2C 2022	B2C % 2022	2021	% 2021	B2C 2021	B2C % 2021
Amicable settlements	7.082	96,91%	6.577	96,91%	9.570	96,96%	8.574	97,14%
Recommendations favourable to complainants that were followed by the telecommunications company	10	0,14%	10	0,15%	28	0,28%	25	0,28%
Recommendations favourable to complainants that were partially followed by the telecommunications company	4	0,05%	4	0,06%	15	0,15%	9	0,10%
Recommendations not responded to by the telecommunications company after 40 days: became enforceable	8	0,11%	7	0,10%	16	0,16%	14	0,16%
Total positive results	7.104	97,21%	6.598	97,22%	9.629	97,56%	8.622	97,68%
Negative outcomes	48	0,66%	43	0,63%	59	0,60%	43	0,49%
Recommendations not responded to by the telecommunications company within the 40-day period	17	0,23%	16	0,24%	26	0,26%	20	0,23%
Withdrawn complaints	139	1,90%	130	1,91%	156	1,58%	141	1,60%
Total complaints handled	7.308	100%	6.787	100%	9.870	100%	8.826	100%

The positive results (97.21% versus 97.56% in 2021) include the total number of amicable settlements (7082), recommendations favourable to the complainant followed by the company (10), recommendations favourable to the complainant partially followed by the company (4) and recommendations without action by the company, becoming executable (8).

It should be noted that within 20 working days, from the date of notification of the recommendation, the operator is obliged to inform the complainant and the Office of the Ombudsman of its reasoned decision. After the expiry of this period, a reminder is sent to the operator if the recommendation has not been answered. The operator then has another 20 working days to justify its decision if it does not comply with the recommendation. The motivated decision is sent to the complainant and to the Office of the Ombudsman. In the event of non-compliance with these provisions (see Article 43bis, § 5, second and third paragraphs of the Act of 21

March 1991 on the reform of some economic public companies), the operator must implement the recommendation with regard to the aspects specific to the complainant. The negative outcomes (0.66% versus 0.60% in 2021) include the total of recommendations in agreement with the firm (15) and recommendations favourable to complainants not followed by the company (33). On 31 December 2022, there were also 17 pending recommendations, in other words to which no reasoned action had yet been taken by the operator, but for which the deadline of two times 20 days had not yet been reached.

As in previous years, 2022 can be considered a positive year: for 97.21% of the closed cases (96.56% in 2021), we managed to achieve a favourable outcome for telecom users. For non-professional complainants (B2C), the overall percentages are mostly identical.



5. TOP 10: The main user issues per operator

This contribution will highlight the main issues that have been revealed in the mediation complaints during 2022, broken down according to the ten operators most affected.

5.1. Proximus

As in previous years, Proximus still plays the main part in the mediation complaints handled in 2022 (3849). A number of user issues involving Proximus that came up most often, are discussed in separate chapters in this annual report. Chapter 9 for instance touches on the 297 complaints regarding irregularities when switching to another provider, whether or not via the Easy Switch procedure. Disputes of costs charged by third-party service providers via the Proximus bill (251 complaints handled) and difficulties in obtaining an repayment plan from Proximus (31), are described in chapter 5 of this annual report. Some other frequently identified or notable issues raised in Proximus cases are discussed below.

5.1.1. Accessibility of the customer service

A while back my daughter has had a Proximus installation set-up in her new house. This after an infinite number of calls to Proximus. This afternoon I received a phone call to arrange the installation, even though it's already been done quite a while back. I therefore reported this. Now I receive a no-reply mail with charges. As usual, I'm having no luck at reaching them by phone. It's not possible to mail them back either and their online complaint form does not provide the possibility to respond to this situation. So in our opinion, there's only one possibility left: the Office of the Ombudsman.

In 2022, the Office of the Ombudsman had to mediate 432 times in complaints from users who explicitly challenged the operation of Proximus's customer service. Among other things, the difficulties to reach the first-line services, the many barriers to get hold of a physical employee and the lack of a solution-orientated approach, are common threads running through the reports of disgruntled Proximus subscribers. Since 10 January 2022, Article 116 of the Electronic Communications Act obliges the operators to answer calls to the customer service within 2.5 minutes. If this is not possible, the possibility of communicating contact details and leaving a short message must be offered. Next, one of the operator's employees has to contact the customer in question before the end of the following working day, preferably at the time indicated by the latter. In addition to a smooth accessibility via a broad range of com-

munication channels, it is of course also important to strive after a high-end, solution-oriented handling of questions and front-line complaints.

5.1.2. Ongoing email issues

Sometimes my email is available and visible and sometimes it is not. Emails suddenly disappear. This makes it nearly impossible for me to answer customers by email and to reply to tenders and questions.

In 2022, the Office of the Ombudsman dealt with 145 complaints from Proximus subscribers reporting diverse issues with their mailboxes. Since the migration to a new mail platform in September 2021, many users noted, among other things, that they no longer had access to their Proximus mailbox. Furthermore there were reports of lost emails, serious delays in, or even the impossibility of, sending them. These large-scale issues obviously increased the pressure on Proximus's customer service, which translated into longer waiting times. Without a solution in sight for these structural problems, that had a serious impact on both private and professional users, the Office of the Ombudsman received a significant number of mediation complaints relating on this issue for the first time since its formation.



5.1.3. Questionable sales practices

Proximus has been strongly urging me to switch to fibre for some time now. I recently received a letter from Proximus clearly stating that when switching to fibre, my products, services and their prices would remain unchanged. I had therefore subscribed, but fortunately before the technical installation, the cat popped out of the bag and it turns out I will have to pay a lot more (about € 20.00 per month). According to Proximus, they can no longer apply my current contract because they currently no longer offer it.

The Office of the Ombudsman handled 285 mediation complaints revealing that Proximus does not always keep certain sales promises. A number of cases concern situations where existing subscribers are encouraged to switch to fibre (instead of copper) on the pretext that more quality will be possible at the same price. At the next invoice, however, it appears that the Proximus subscriber does have to pay more. Switching to another formula may also result in losing certain discounts, which is not mentioned.



5.2. Telenet Group

With 1951 mediation complaints handled, Telenet Group, including the brands BASE and Tadaam, stays second in the ranking compared to previous years. Frequent user issues at Telenet, such as the dispute of mobile internet costs and the implementation of Easy Switch, are discussed further in chapters 5 and 9 of this annual report. Three other notable themes that were uncovered are highlighted below.

5.2.1. Opgedrongen elektronische facturen

A Telenet customer is under budgetary control with the social service department of the commune of H. He used to receive his Telenet invoices by post as he does not have a computer and the invoice has to be submitted on paper to the social service for payment. As of May, this monthly invoice suddenly, without notice, started arriving by e-mail and no longer by post. As this is very unpracticable, the social service contacted Telenet and asked to send the invoice by post again. This turns out to be completely impossible.

In Chapter 8 of the 2021 annual report, the Office of the Ombudsman discussed this issue, which mainly caused complaints against Telenet. The fact that in 2022 another 85 mediation complaints regarding imposed electronic Telenet invoices had to be handled, shows that this situation has remained unchanged. The Office of the Ombudsman acknowledges that e-invoicing undeniable

has its advantages. However, this does not alter the fact that especially vulnerable users are not always sufficiently digitally experienced or do not have the necessary means to consult their telecom invoices in this manner. Moreover, it is controversial to unilaterally decide to change the way invoices are sent, without the consent of the customer.

5.2.2. Disputed reminder fees

About one year that monthly or negligence fees or reminder fees are added. The automatic invoicing system is rubbish and keeps on charging more and more reminder fees. Talked to an employee five times already, who saw that all invoices had been paid and who told me that the reminder fees would be deducted. That has never been done correctly and those automatic costs keep on coming. I won't pay them, I've been a customer for over twelve years.

In 2022, 79 complaints were handled from Telenet subscribers who contested the reminder fees on their telecom invoices. Users are expected to carry out their payments prior to the deadline on the invoices. In accordance with Article 119, § 2, of the Electronic Communications Act, telecom operators are not allowed to charge fees for a first payment reminder and the costs for sending the following reminders are subject to a € 10.00 maximum. The complaints reveal various structural issues, including too short a delay between free and paying reminders, rapid sequencing or accumulation of reminder fees and non-compliance with promises to waive reminder fees.

These charges were also found to arise from the unilateral change to electronic billing, which meant that the less digitally savvy subscriber had not even seen the invoice.

5.2.3. Free Streamz becomes paying

When I replaced my decoder, I was given (unsolicited) one month of free access to Streamz. If I did not want to continue this, I had to stop the service before the end of the month. After five attempts (website, decoder, telephone, email, complaint) within the prescribed term, I noticed on the invoice for the following month that the service was still activated and that I was being charged for it. These are deceptive commercial practices. I've never asked for the service, never wanted it and never wanted to pay for it.

For several years now, Telenet subscribers regularly call upon the Office of the Ombudsman reporting issues regarding the provision of a free service, mostly the video streaming platform called Streamz. Telenet offers the service free of charge during one month, after which the subscription becomes paying. Not all customers seem to be aware of this and are surprised when they suddenly see that they are being charged on their Telenet invoice for a service that was packaged as free. Other users are experiencing difficulties to cancel their subscriptions at the end of the free trial period, resulting in additional charges on their invoices after all. The fact that services, labelled as 'free', can cause such problems, understandably angers the aggrieved subscribers. In 2022, the

Office of the Ombudsman again dealt with about fifteen complaints on this lingering issue.

5.3. Orange

In 2022, the Office of the Ombudsman dealt with 1562 complaints against Orange, including the Hey!-brand. As was the case the previous years, Orange hereby completes the top three, after Proximus and Telenet Group. Important issues frequently raised in regard to Orange, are discussed elsewhere in this annual report. Disputes on mobile data costs (162), revealing, among other things, that Orange is late to send the SMS notifications on progressive consumption, are discussed in Chapter 5 of this annual report. The charging of third-party services (109), specifically for Orange mainly the NBA League Pass payment service, constitutes another aspect that will be expanded on in Chapter 5. The following is a brief review of other themes that are notable in terms of the complaints handled against Orange in 2022.

5.3.1. Non – or late handling of termination requests

My father, customer at Orange, passed away on 18 June 2022. On 27 June I submitted a request for cancellation of his contract via Orange's website, with his death certificate attached. As I did not receive an answer from Orange, I went to a shop a couple of days later. There I got the confirmation that everything was okay and that I would receive an email. As this email wasn't received, I contacted Orange again. I sent my father's death certificate once more. Up until today we are still receiving (digital) invoices and reminders.

In compliance with Article 111/3 of the Electronic Communications Act, telecom companies are obliged to comply with the cancellation requests, at the time chosen by the user and, if an immediate cancellation is requested, as soon as technically possible. Mediation in 138 complaints revealed that Orange does not always correctly handle the termination, leading to unjustified continuation of bills and causing legitimate disputes.





5.3.2. Charging (high) for non-return of rental devices

Early February I cancelled my subscription. I was instructed to return the modem and TV decoder via Bpost. The devices were sent back (I have proof). Afterwards I got an invoice from Orange stating that allegedly I hadn't sent back the modem. Next I received three more reminders by mail. Then, on 10 June 2022, I received a letter from the bailiff. When I received the invoice for the modem, I called the helpdesk and they were going to look into this. Haven't heard anything since.

The Office of the Ombudsman handled 53 complaints from former Orange subscribers who had returned their rented modem and/or decoder and were still faced with a sizeable fine. During the mediation, Orange nearly always had to admit that the charging of the warranty for these devices was based on an error. One question that can be asked here is why such, seemingly simple, complaints cannot be resolved by the front-line service. In times, where households are having an increasingly difficult time financially, it is important to avoid unjustified invoices, which can amount to hundreds of euros. Moreover, this issue is not new and has already been discussed in the 2021 annual report (Chapter 11).

5.3.3. No possibility to ask a question or submit a complaint via the website or by email

I have a question about my invoice; more specifically a detail regarding my mobile data consumption. Suddenly after more than a year, I supposedly consumed 11GB in a few days, while I did not consume this in a year's time in previous months. I'm contesting this and I want to see the details of that consumption (at least indication of time and amount of MB/GB during this time). Furthermore, I want to lodge a complaint electronically, but I can only reach them by telephone and post.

Multiple mediation complaints have shown that Orange decided in 2022 to abolish the possibility to ask a question or file a complaint via its website or by email. This led to a serious impoverishment of channels for users to contact Orange. Certain questions or disputes are preferably submitted in writing. Postal correspondence is an option of course, but that does definitely not guarantee a swift follow-up. Moreover, with the exception of certified letters, the users do not have a proof of transmission, which is usually the case with electronic communication.


5.4. Scarlet

In 2022, the Office of the Ombudsman handled 887 complaints against Scarlet, compared to 1633 disputes in 2021. In light of the considerable number of disputes involving this operator, last year's edition dedicated a separate chapter (7) to the various structural problems that became apparent from the complaints addressed by Scarlet's customers at the time. An important issue that returned this year as well, in about 100 disputes, regarded the inability for Scarlet subscribers to keep their landline number when switching to this operator or when moving. Two other remarkable user issues, also noted in the 2021 complaints, are discussed below.

5.4.1. Late connections

Due to relocation, it took a couple of weeks, but I kept on waiting on the installation for TV, internet and fixed telephone. Twice the visit of a technician was cancelled because Proximus hadn't provided for a line. To be able to work from home, I therefore contacted a different provider. Yet, I received an invoice for this time, while no installation had taken place. I informed my move two months in advance.

In 2022 the Office of the Ombudsman received a hundred and twenty appeals from users who have had to show a lot of patience before Scarlet started delivering the fixed telecom services they had ordered, whether or not after



a relocation. Although the complainants had agreed on a concrete installation date with Scarlet, either nobody showed up or the visit was cancelled multiple times. This meant that the aggrieved users remained deprived of functional services and were obligated to look for alternative solutions to bridge a period that could last several weeks in some cases. This led to additional costs.

5.4.2. Non -or partial handling of termination requests

I've had my Scarlet subscription cancelled but I'm still receiving invoices. No longer for the entire subscription, only for "know your caller". A monthly invoice of 1.02 euros. It goes without saying that I no longer need the "know your caller" service if I no longer even have a fixed line connection with Scarlet. If I would simply stop paying these invoices, I risk getting negligence charges. So I call Scarlet every month. And they give me a credit note each month. I'm also told that they would stop the service but that never happens.

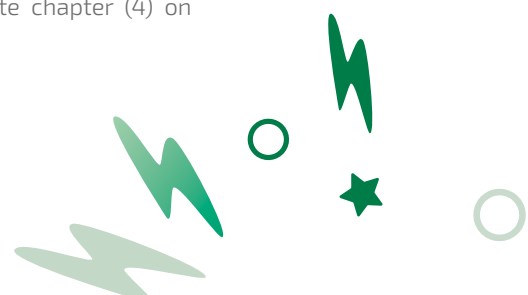
In 2022, the Office of the Ombudsman handled 136 complaints about irregularities in the processing of cancellation requests by Scarlet, an issue that has continued since 2021. For instance, the cancellation requests are not carried out, even though they are repeated many times, through different channels, or an optional service remains activated despite the request to stop the entire

subscription. Scarlet subscribers who didn't pay unjustified invoices risked getting in touch with a collection agency. This not only caused supplementary costs, but also led to a lot of uncertainty and nervousness among the duped users.

5.4.3. Problems related to the social tariff

A couple of weeks back, I had a phone call with the BIPT during which it was confirmed that I would get the social tariff from Scarlet for my telephone subscription, as well as a discount for calls outside of the bundle. My first invoice however does not take into account the social tariff compensation.

After the social tariff already resulted in 40 complaints against Scarlet in 2021, the Office of the Ombudsman had to mediate in 34 similar disputes from vulnerable users. A majority of these disagreements were caused because Scarlet does not respond to applications for the social tariff, not granting the discounts or providing them late. Other complaints revealed that the beneficiaries wrongfully received a letter informing them that they would no longer be entitled to the discounts. The Office of the Ombudsman urges Scarlet not to put up barriers to the application of the social tariff and to duly take into account that probably a large number of beneficiaries are not sufficiently vocal to report irregularities. Moreover, this annual report contains a separate chapter (4) on complaints from vulnerable users.



5.5. VOO

With 291 complaints handled VOO – as in 2021 – completes the top five. Most of the disputes (40) related to the failure of Easy Switch, a topic that is discussed more in detail in Chapter 9 of this annual report. VOO's decision to pull the plug on analogue television resulted in four mediation complaints. Below two more frequently returning issues are highlighted.

5.5.1. Issues with termination requests

On 3 March 2022, Mr. S. contacted VOO by telephone to request an immediate cancellation of his subscriptions. His call remained unanswered but he used the opportunity to be called back the next day. As VOO failed to contact him, Mr. S. sent an email and a letter to VOO to confirm his cancellation request. In the end, VOO charged subscription fees until 16 March 2022.

In accordance with Article 111/3, § 1, of the Electronic Communications Act, telecom operators are obliged to process termination requests on the date chosen by the subscriber, even immediately if technically possible. In 2022, just like in previous years, the Office of the Ombudsman had to mediate several times in justified complaints, revealing irregularities in the handling of termination requests by VOO.

5.5.2. No spontaneous refund of credits

I've been asking for a refund of my balance of € 145.46 into my bank account for eight months now, following my switch to Proximus. VOO doesn't keep its promises to refund.

As VOO, by analogy with other operators, charges subscription fees for a future period, in principle a credit arises for the subscriber when cancelling that service. An automatic refund is expected from the operator, within a reasonable term. However, in 2022, the Office of the Ombudsman had to mediate several times with VOO because former customers of this telecom company found that their balance was not being refunded, even after repeated contact. VOO claims that the non-refund is due to the fact that the complainant did not react to the question whether the bank account was still active. The Office of the Ombudsman believes that when a subscriber has paid multiple invoices from one and the same bank account number, there is little reason to doubt this. Exceptions aside, VOO is therefore encouraged to adjust its refund policy to the bottlenecks revealed by the complaints.

5.6. Unleashed

In 2022 the Office of the Ombudsman handled 118 complaints against Unleashed, that provides the brands Mobile Vikings and Jim Mobile among other things. This includes ten disputes regarding the allocation of "Viking points". These are discounts that can be obtained when

the customer makes purchases from Mobile Vikings' partners. This issue was already discussed in chapter 3 of the 2021 annual report. This year also saw structural problems with the accessibility of Unleashed by telephone.

During 2022, Mobile Vikings, which before only focused on the mobile phone market, started offering fixed internet subscriptions. If users want to transfer their internet services from another operator to Mobile Vikings, in general, Easy Switch applies. This standard procedure, that is discussed in more detail in chapter 9 of this annual report, is intended to ensure that the new operator discontinues the service with the old operator, so that the subscriber would not face double invoices. However, in 2022, the Office of the Ombudsman handled eight complaints showing that Mobile Vikings has problems with the implementation of Easy Switch.

I've contacted Mobile Vikings to switch internet provider. I was part of a test phase and I can imagine that not everything is quite perfect yet. Each time they assured me that everything was taken care of, such as the cancellation of my current Proximus subscription. The installer had not taken back my old modem and I had to return it to a Proximus store. Once there, I asked whether my contract had indeed been ended as Mobile Vikings had assured me. It turned out not to be the case, so I had to cancel it myself. This resulted in me paying two internet subscriptions for a short while as Proximus thought I was still with them.

Although the number of complaints is still relatively limited for the time being, the Office of the Ombudsman is counting on the fact that problems regarding Easy Switch involving Mobile Vikings will not go beyond the stage of growing pains. It is important that this procedure is applied as a standard practice, does not result in double invoicing and that lessons are learnt from complaints.

5.7. Edpnet

The Office of the Ombudsman handled 63 complaints against Edpnet, which brings this operator at the seventh place, just like in 2021. Ten complaints had to do with an Easy Switch issue, a topic that is discussed in Chapter 9 of this annual report.

A number of complaints revealed that when an Edpnet subscriber regularly calls the customer service in the context of a dispute or when the Office of the Ombudsman has to mediate intensively in the customer's appeal, the latter risks the operator unilaterally terminating the contract.



As the conflict remains without a solution in sight, Edpnet will terminate the complainant's contract on 1 June 2022. As we may not contact the complainant during the mediation procedure, we would like to ask you to inform the complainant hereof so that he can start to look for another mobile operator. The complainant can consult the website www.besttariff.be for this purpose.

The Office of the Ombudsman regrets this approach taken by Edpnet towards subscribers who complain. It is part of the Office of the Ombudsman's missions to restore the faith of the telecom user in the operator through mediation. For Edpnet, as for other operators, a complaint offers the opportunity to optimize the relationship with the customer. Moreover, a lot of complaints contain elements that allow operators to structurally improve internal processes and policy decisions. This specific issue emerging in the complaints against Edpnet, has already been discussed in Chapter 10 of the 2021 annual report.

5.8. M7 Group

M7Group is a Luxembourg company providing the satellite TV platforms TV Vlaanderen and Télésat in Belgium. In 2022, the Office of the Ombudsman mediated 41 times in complaints regarding these services. These complaints mainly regard the lack of refund of prepaid expenses for services or devices after the decision by the user to terminate the contract and return the equipment.

5.9. Lycamobile

In 2022, the Office of the Ombudsman handled 35 complaints against Lycamobile, a mobile services provider, whose operations include Belgium. This brings this telecom operator in the top ten, at the ninth place, unlike in 2021. The complaints mainly regard issues with the registration and recharging of prepaid cards.

5.10. Youfone

In 2022, 25 complaints were handled against Youfone, a telecom operator who is active on the Belgian market since 2021, appearing in the top ten for the first time. Most of the disputes related to irregularities regarding promotions and problems with mobile number portability.



4

A look at vulnerable users: approach and perspectives

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A. INTRODUCTION

The development of electronic communications and digital technology in general is associated with an increased risk of insecurity and social exclusion for certain end-users.

End-users are far from having equal opportunities in the continuous development of new information technologies.

Elderly or sick people, or people with disabilities, low income or poor education are the most affected. This uncertainty greatly impacts the ability of these users to assert their rights in a dispute with their operator.

In this context, it is precisely important for the Office of the Ombudsman for Telecommunications to guide/assist the most vulnerable complainants, even if it means thinking outside the box and agreeing to a certain relaxation of the framework (procedures, timeframes, conditions, etc.).

The vulnerability factors most often identified in complaints relate to senior citizens. Therefore, the Office of the Ombudsman continues to pay special attention to this vulnerable target group of elderly users.

Indeed, it is important to safeguard their rights as consumers and end-users so that they too can take full advantage of the digital technology. Thus, new information technologies contribute not only to maintaining social contacts, whose positive impact on health and life expectancy is undeniable, but also to the development of telemedicine and gerontology.

First, the context and perspectives of the work of the Office of the Ombudsman for vulnerable end-users in general will be discussed.

Second, vulnerability will be addressed in a more concrete way through the complaints of the most important category of vulnerable people, namely the elderly people.

B. ANALYSIS

1. Numbers

In 2021, 279 mediation requests from vulnerable consumers were received at the Office of the Ombudsman as well as 11 requests to identify malicious calls. Also recorded were 218 calls with a vulnerable nature (208 requests for information and 10 on malicious calls).

For 2022, 367 mediation complaints from vulnerable consumers were counted. The number of recorded requests for identification was 15. A total of 163 telephone calls with vulnerable consumers were made this year.

Year	Mediation requests	Identification requests	Mediation information request	Malicious calls information request	Total
2021	279	11	206	10	506
2022	367	15	150	13	545

The above-mentioned data and figures are given for information purposes only. Moreover, they depend on information and other indications provided by the complainants. Therefore, their purpose is certainly not to give a global or exhaustive overview of the situation associated with the vulnerability of the complainants.

2. Context en perspectives

In exercising its jurisdiction and missions, the Office of the Ombudsman inherently faces potentially weak and vulnerable consumers.

A 97-year-old person called the Office of the Ombudsman to complain about calls systematically received at night.

I am hearing impaired and need subtitles to follow certain informative television programs. On 1 September 2022, Telenet adapted its TV-Theek in a way that "Terzake" and "Journaal" can no longer be subtitled. I also contacted the VRT on this matter, but according to them, the issue is on Telenet's side, because the VRT broadcasts these programs with subtitles. I think it is just a technical bug at Telenet.

Besides or on top of that objective contractual vulnerability, certain consumers/complainants have other more subjective forms of vulnerability, related to their socio-economic or medical situation, age or lack of digital knowledge or equipment. All these forms of vulnerability further limit the affected end-users when it comes to assert their rights and interests against operators and other providers of electronic communications services.

In this context, the Office of the Ombudsman would like to insist once again that operators should provide an easily accessible and efficient telephone helpline. Indeed, these services represent the first or even the main level of complaint and, as such, should be easily accessible to

elderly users in particular. However, these services are often based on complex and automated reception systems (IVR or interactive voice server) which are difficult to understand for elderly and vulnerable users and which create a barrier to complaining or asserting their rights and interests with their operator.

On the organisation and functioning of first-line services, the Office of the Ombudsman regrets the lack of a truly specific policy for vulnerable users among operators operating in Belgium. By comparison, the United Kingdom is a leader in this respect. Indeed, the British regulator (OFCOM) pays particular attention to vulnerable consumers and urges all operators to provide proper and fair assistance to consumers in general and vulnerable users in particular. In this context, the British regulator formulates advice and guidelines for operators and, in particular, requires them to designate one specific person as point of contact responsible for handling requests from vulnerable telecom users.

Ultimately, the Office of the Ombudsman wishes to make the regulator (the BIPT) as well as operators aware of the need to set up structures or procedures adapted to vulnerable users.

The increased insecurity of many end-users justifies the action and the interest of the Office of the Ombudsman towards vulnerable complainants. Thus, beyond the actual handling of consumer disputes, the Mediation Service fulfils a social mission on a daily basis and the involvement towards these subscribers takes different shapes. This involvement is reflected in the modalities and conditions for submitting complaints, the organisation of on-site visits and the implementation of a personalised, telephone helpline available directly and without interruption from Monday to Friday from 9 am to 5 pm. Furthermore, mainly statistical tools are also set up to evaluate and

analyse complaints from vulnerable end-users on which the necessary advice is formulated.

Additionally, the current economic context is an uncertain factor for many consumers, to which the Office of the Ombudsman pays particular attention when handling and investigating complaints. In this context, the continuation of the initiatives adopted during the Covid-19 health crisis to provide internet access to people in financial need is strongly recommended. Similarly, the federal government's recent decision to grant the most disadvantaged people a social tariff capped at €19.00 for their internet subscription from 2024 will certainly contribute to better social and digital inclusion of disadvantaged consumers. Likewise, the promotion of devices and tariff plans specifically for people with disabilities, such as deaf, hearing impaired, blind, visually impaired and people with mental or physical disabilities, is also encouraged.

Finally, the reinforcement and efficiency of the action in favor of vulnerable end-users require the implementation, or even the organisation, of a real convergence and synergy between all levels (Office of the Ombudsman, social or public bodies, operators, electronic communications service providers, etc.).

C. ELDERLY END-USERS: EXAMPLES OF COMPLAINTS

1. Complaints after scams via premium rate numbers (090X, ...)

The vast majority of vulnerable users' complaints can be linked to older people (usually +/- 80 years old). Those people very often combine several vulnerability factors: mental or physical health issues, disability, financial uncertainty, social isolation, digital divide, digital illiteracy, isolation, etc. In addition, as already noted in the 2019 annual report, older users are more exposed to fraudulent practices. This issue is also discussed in more detail in Chapter 7 of this annual report.

My brother L. was born on 29 May 1936 and is therefore 86 years old. He is neurologically impaired and has lost all sense of judgement. Scammers often contact him and invite him to call a 090X number and promise him money. Premium rate numbers starting with 0907 are set up by your services. Would it be possible to deny access to the 090X number from that phone line? Since my brother's pension is low, it will be impossible for him to pay the last two bills (€8,487.74 in total). Would it be possible for a commercial gesture to be made in his favour and for his connection to be taken out of service?

In the context of the above-mentioned complaint, the Office of the Ombudsman specifically intervened to complain about the lack of action by the operator concerned, i.e. United Telecom. Thus, while the disputed billing spans

a period of three months (November 2021 to January 2022), none of the bills issued have been settled and no action such as the activation of a restriction or the suspension of the fixed line (as provided for in Article 6 of the general terms and conditions) has been proposed or undertaken by the above-mentioned operator. By failing to do so, United Telecom not only allowed the fraudulent practices to continue but also contributed to the worsening of the complainant's financial situation. This is in contravention of the duty to cooperate inherent in the principle of performance in good faith as set out now in Article 5.15 of the Civil Code.

Furthermore, the examination of the details of the received calls provides clear evidence of fraudulent practices. Thus, the contested calls are systematically preceded by numerous calls clearly aimed at harassing and inciting the complainant, on the pretext of promises of money, to make premium rate calls.

On the one hand, such activities fall under Article VI.93, 2nd paragraph b of the Economic Law Code on unfair commercial practices. According to this article, a commercial practice is considered unfair when it is likely to substantially distort the economic behavior of a clearly identifiable group of consumers, because they are particularly vulnerable to that commercial practice or to the concerned product, due to their mental or physical disability, age or gullibility.

On the other hand, from a criminal law perspective, the practices pinpointed are similar to an abuse of trust. Under the terms of Article 493 of the Criminal Code, an abuse of trust occurs when a person abuses the needs, weaknesses (passions or ignorance) of a minor or any other person whose situation of vulnerability due to age, pregnancy, illness, infirmity or physical or mental deficiency was apparent or known to the perpetrator, in order



to make them subscribe, to their prejudice, to obligations, discharges, exonerations, commercial papers or any other binding paper, in whatever form this transaction was made or disguised.

In this case, United Telecom, taking into account the arguments put forward by the Office of the Ombudsman, credited the amount corresponding to the disputed calls, i.e. €8,010.99.

2. Phishing complaints

An elderly woman contacted the Office of the Ombudsman. She explained that she received a text message from the FPS Finance asking for her bank details for a refund.

Elderly users are particularly vulnerable to phishing. In this type of fraud, the targeted person receives, as in the example above, a text message from what seems to be a public service inviting them to communicate their personal data to ultimately abusing their trust/weakness and stealing funds. In order to avoid any unpleasant surprises, it is advisable to avoid sharing personal data and in case of doubt, check the authenticity of the text message or e-mail received with a knowledgeable person. This issue is also addressed in Chapter 7 of this report.

3. E-billing complaints

I would like to ask for your help so that Telenet keeps sending paper bills to my 88-year-old mother J. Over a year ago, my mother installed Wi-Fi. From the beginning, I explained Telenet that my mother did not have any usable computer and has therefore no e-mail address. They assured me that, although e-mail addresses are automatically generated, it would not be the case for my mother. Indeed, bills were sent by post and paid each month. Last month, she suddenly received a reminder to pay an unpaid invoice. I directly contacted Telenet's customer service department. They confirmed an unpaid invoice. However, no invoice had arrived by post. The Telenet employee told me that the bill was digitally sent to an e-mail address created on behalf of my mother. I repeated that nothing should be sent on that address because there is no device to receive or to read the mail on it. After the phone call, the unpaid bill was exceptionally credited. Last week, I called the Telenet customer service again to ensure that invoices would be sent by post. The employee told me that this was out of the question. The system does not allow it. The next invoice is scheduled for 26 April 2022. Would it be possible to point out to the relevant authorities that such practices undermine the respect for many already vulnerable people? Many perfectly qualified people could manage their own administration. They are deprived of that possibility and they are dependent on their children, neighbors, social workers, etc., simply because they do not have a computer.

The issue related with the rise of the electronic invoice in the telecoms and electronic communications sector remains topical. One of the recurring complaints on the matter is the difficulty, or even the impossibility, for elderly subscribers to access the electronic billing in the absence of digital skills or equipment needed, like in the example above. This matter is already analysed in Chapter 8 of the annual report 2021.

Nonetheless, the trend towards electronic billing is irreversible and strongly on the rise. However, this digital transition requires special support for certain categories of subscribers and, more specifically, for elderly people, most of whom are little or not at all familiar with the new information technologies.

Such guidance necessarily includes prior, comprehensive and transparent training and information for the most vulnerable subscribers, as well as actions by operators and other providers of electronic communications services in favor of digital inclusion. In any case, the operators must respect the free choice of the consumer when it comes to their invoice format (electronic or paper).

4. Difficulties related to the representation of elderly end-users



I am the daughter of Mrs (M.) who is 94 years old. I manage all her accounts. I have noticed that her bill of 2 November 2022 concerned an amount of €269.31, while she usually paid between €87.00 and €95.00 for years. Someone close to her found it necessary to change her subscription and called Proximus on her mobile phone to change it without being the holder and without my mother's authorisation. She had a subscription that gave her unlimited calls for €26.99 (Mobilus M). That person asked to reduce her fees and she was downgraded to a €15.99 Mobilus S subscription that did not have unlimited calls. Since my mother calls a lot, her bills skyrocketed. After receiving this €269.31 invoice, I immediately called Proximus in order to change her subscription. The person on the phone told me that he would change it within 24 hours. I believed him but nothing was done. The next invoice, of December 2022, was €255.39. My mother cannot pay that. I find the method used by Proximus outrageous. I called again on Tuesday 20 December from my mother's with her phone to modify as soon as possible that subscription and, weirdly enough, they required a proxy. Proximus requires a proxy. When I asked them for an e-mail address to send my proxy, I was asked to go to a Proximus shop. Sadly, I do not have the time for that.

In case of difficulties with the execution of their contract, elderly end-users should, like any consumer, be able to reach their operator directly. In practice, however, they are rarely able to assert their rights, given the degree of impairment of their cognitive faculties, their health, or their physical or psychological condition. These elderly users are therefore forced to ask for the help of a friend or relative, a legal representative or even a social worker.

The aforementioned complaint illustrates the difficulties often faced by persons acting on their behalf. Without questioning the need for the operators to ensure that the acting person is duly authorised to represent the user concerned, some flexibility should be possible, in order to avoid hindering or depriving vulnerable users of the possibility to lodge a complaint with their operator. Thus, this flexibility could concern the modalities of notification of proxies or other mandates. In the mentioned example, it may be questioned whether the proxy should be submitted in the teleshop rather than by e-mail.

5. Unavailability of fixed telephone service

Due to roadworks, the phone line was cut on 1 July. After at least ten phone calls with Proximus, it is still not restored. Each time I received a text message specifying on which day it would be restored. But each time, I had to note that the phone did not work. The distressing part of the story is that it concerns an 89-year-old lady who really needs help. Her alarm system works via a Proximus cable. On Monday 3 July, she started to bleed at 11 p.m. She could not call for help anywhere because neither her phone nor her alarm were working. She thus went outside in the dark, stumbling, to her neighbour, who was already asleep and lives 100 metres away, to ask for help. She was then brought to the hospital.

Unifiber carried out work on behalf of Proximus in my street to install fibre optics. Due to this, the phone cable was cut on 7 November. The technician "repaired" it unsuccessfully. He told me he called Proximus on Tuesday 8 November. They would come, but when? No one knows. On Thursday 10 November, I questioned the site manager to call Proximus again, which was done. They were unaware of the issue and it was none of their business; Scarlet had to be contacted. The operator said its technician could not come before 21 November, which means two weeks without a phone. How to call emergency services? The site manager commented: "We cannot do anything else, Proximus is the one who takes the decisions." I am over 77 years old, I need medication, I have to make appointments for pre-surgical

examinations and make payments, but no one cares! An emergency repair should have been set up, or lending me a mobile phone seems to be a good option to me. No repair will occur before 24 November. According to a worker, Scarlet and Proximus are discussing about who is going to pay for it.

Statistically, the number of fixed telephone lines continues to decline. Fewer people need access to the fixed telephone network because they also have a mobile subscription, allowing more and more to benefit from unlimited calls (Communication of the BIPT Council of 3 June 2022 on the status of the electronic communications and television market (2021). However, and as shown in the aforementioned cases, elderly users remain strongly attached and dependent on this means of communication for their medical follow-up or servicing remote monitoring or alarm services. In many cases, fixed telephones are their only means of communication.

Therefore, it is important that any disturbance or malfunction affecting their fixed line is dealt with and resolved as soon as possible or even as a priority. If not, they should be offered alternatives.

On the priority to be given to senior users, Article 105/1, § 1, 2°, of the Electronic Communications Act specifies that operators shall give priority to, among others, the communications of priority users listed by the King after advice from the Institute. The King determines the order of priority between users, if any, by user group. It is clear that elderly users are not given any priority in the resolution of breakdowns.

D. CONCLUSION

End-users are far from equal when it comes to the continuous developments in electronic communications.

Consequently, it is the task of the Office of the Ombudsman, within the framework of its missions and jurisdiction, to pay particular attention to the most vulnerable categories of users and, in particular, to the elderly, since they often combine several factors of vulnerability.

Furthermore, operators must also adapt their commercial practices to vulnerable users, and more specifically to elderly subscribers, both in terms of the fraudulent practices of which they are regularly victims, and in terms of electronic billing or even fixed telephone troubleshooting. Finally, the effectiveness of the measures implemented or recommended implies a convergence with all the actors concerned (social and public organisations, operators, etc.) for this issue.



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Cost control of telecom invoices

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A. INTRODUCTION

Unexpectedly high bills often give cause for complaints from end-users. In 2022, 4570 telecom users complained about an anomalous invoice for their monthly subscription fees, unexpected consumption charges, additional one-time fees, discounts not taken into account and administrative issues that had to be dealt with. Mobile internet data consumption in particular has been resulting in bill shock situations for years now. Although in the meantime customers have a number of possibilities to protect themselves against these and other unexpected costs, it appears to be extremely difficult to control the invoices.

End users regularly report in their complaints that their family and corporate budgets are under pressure today more than ever, among other things because of the inflation and the energy crisis. Following the enforcement of new legislative provisions early 2022, especially Article 108 of the Electronic Communications Act, the situation seemed to improve in terms of an overview and transparency of the costs incurred. However, the uncertainty about the invoice at the end of the month keeps a tight grip on many complainants.

In this article, we will take a look at the difficulties of controlling costs before contracting, before invoicing, after invoicing and even after cancellation.

B. COST CONTROL BEFORE INVOICING

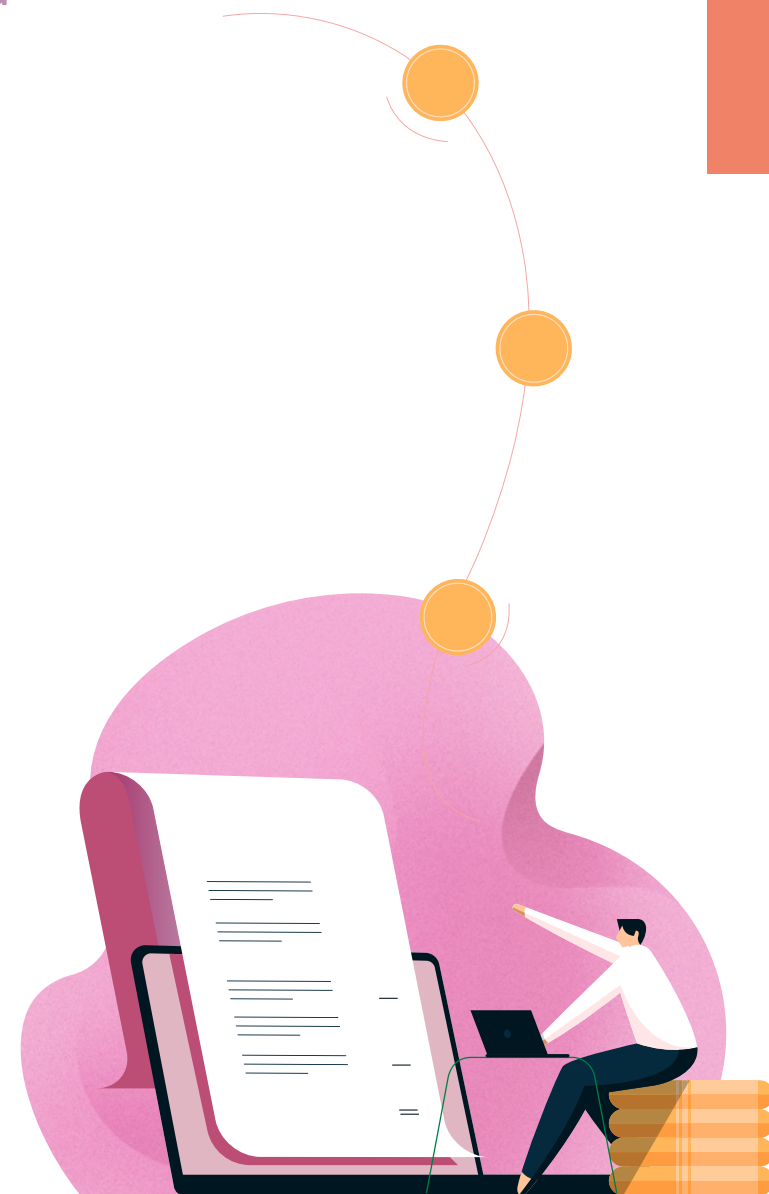
1. Tariff plan optimisation

For years they've been trying to sell me a subscription for which they keep on calling me if I reload my card multiple times per month. But as an invalid I simply do not have the money to get a subscription. I don't even have Internet or TV because I can't afford it.

Operators do not always give their best to take into account their customers' possible specific circumstances when negotiating an appropriate tariff plan. However, it is imperative that the services, costs and contract features are optimised each year in accordance with the end users' actual needs.

2. Mobile internet

In this part, the Office of the Ombudsman analyses the complaints related to mobile internet usage and in doing so, we will distinguish according to whether the users used mobile internet in Belgium, in countries of the European Economic Area (EEA) or outside it.



2.1. Mobile internet in Belgium

Many tariff plans include a certain data volume, but as soon as this is exceeded, the data traffic is charged at a rate that is many times higher than the usage within the bundle. In 2022, the Office of the Ombudsman registered 263 complaints regarding mobile internet consumption in Belgium.

Since November 2021 the costs have reached disproportionate levels. Orange sent a bill for € 5,757.29. I would like to insist that my mobile data consumption has not changed. Which brings me to question whether Orange's invoicing corresponds to reality.

Surprisingly high bills for telecom customers of € 1,000.00 and more, were not unusual in 2022. That was particularly the case for complainants who still had an older tariff plan for which all communication is charged on top of the subscription fee or in case of tariff plans with a fairly limited volume. The operators admit straightforwardly that the data communication outside of the bundle, is charged at a high rate.

We want to point out that we consider it the responsibility of our Telenet customers to know our tariffs, which are mentioned on our website.

Naturally, operators' employees are supposed to provide transparent, accessible tariff information when entering into or subsequently changing a subscription. The numerous testimonies of complainants revealed that operators apparently do not always communicate clearly about the tariffs (outside of the bundle).

The first charging of data took place on 2 April 2022 at 3.12 a.m. - Orange sent the warning message on 3 April 2022 at 3.12 p.m. stating: "Your bundle has almost been completely consumed." 36 hours late and with incorrect information.

Among other things because of the late, incorrect or incomplete transmission of warning messages intended to control the consumption charges, unexpected costs arise for the end-user. The notifications through text messages are not always sent in real time. In some cases the domestic transmission was delayed by several hours. Complaints reveal that especially Orange had a structural problem this year with the timely transmission of notifications; even in the case of domestic data traffic.

Subscriptions purchased by a parent in the name of a child or by an employer for an employee, also hold a risk of bill shock. Since normally only the person responsible for the high consumption is informed that the data volume included is exceeded, and consequently not necessarily the person actually paying the invoice, the latter cannot take the most appropriate measures. Letting the customer decide who will receive the warning messages, could bring solace in this regard.

2.2. Mobile internet within the EEA (European Economic Area)

Since 15 June 2017 the high roaming rates have been removed by EU Regulation No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks. Its new version (No 2022/612) prolongs the Roam like at home principle with another ten years. As of 1 July 2022 end-users cannot only call, text and surf in the EEA without extra costs, but they can do so with the same quality and speed as at home.

33 complainants filed a complaint about mobile internet consumption being charged while they were in the EEA.

With the Best Destination Pass our customer could use another 500 MB in countries that are part of the Best Destinations. The Best Destination Plus Pass does not include a data bundle in countries that are part of the Best Destinations. The Pass could therefore not be used in the European Union.

In 2022 the Office of the Ombudsman registered 7 complaints against Telenet in the EEA and 57 complaints outside the EEA. For Orange this was respectively 13 and 29. The number of roaming cases against Proximus since the implementation of its Daily Roaming Pass on 1 July 2021 is significantly lower with 3 complaints within the EEA and 21 outside of it. It is notable that not every roaming pass, valid for communication to Belgium and within the visited country (internet, text messages, MMS



and calling) succeeds at fulfilling the end-users' needs. Thorough advice and proactive, clear and individual information are necessary in these cases to avoid extra costs abroad.

2.3. Mobile internet outside the EEA

The Office of the Ombudsman registered 130 complaints from customers complaining about mobile consumption charges outside the EEA being charged.

For a trip to Italy I drove the car across Switzerland. I did not even touch my phone as I was the driver. Upon arrival in Italy I saw on my customer profile in the Telenet app that I would have a data consumption amounting to € 1,043.84. In a call to the customer service on Monday morning (the customer service does not work otherwise) I was told that my services would be blocked until I paid an advance of € 500.00.

Some European countries, like Switzerland, keep on causing unwanted costs, even if only passing through or staying at the borders. It is still not included in the list of countries that have implemented the Roam like at home principle. In the case of other countries, like Greece, the Office of the Ombudsman notices that complainants are still automatically being connected to a mast in either Turkey or Albania, resulting in considerable additional costs.

My wife used her phone number a lot on the internet, purely by mistake. Orange took advantage of this to charge a preposterously high bill. They sent a text message when 80% of the limit was reached, and another one when 100% was reached. From that moment on, until 24000% of the limit, they kept collecting, without saying or doing anything and without intervening.

There is and it remains a necessity to send clear information and warning messages. Today, the messages from Orange for instance only contain information stating that the customer has to consult Orange's website to see how much it costs to make a call, send a text message or use the internet. One could wonder which end-user would reasonably surf to the operator's website, especially after just having received a warning message about unusually high costs. Complainants report feeling deceived by disproportionate prices when going beyond their bundle.

3. Other costs

3.1. User costs for M-commerce and premium SMS

The issue of charges by third-party service providers, collected by different telecom operators, but mainly Proximus (204 complaints), has been persisting for over two decades now. The Royal Decree of 12 December 2018 determining the obligations applying to the provision of premium-rate services, referred to in Article 116/1, § 2, of the Act of electronic communications, regulates this matter. In 2022, the Office of the Ombudsman still registered 272 complaints on

the invoicing of M-commerce and 87 on the invoicing of premium SMS services based on rightfully disputed contracts. Operators are still applying the principle that an end-user has to block these services individually (an opt out instead of an opt in). Subscribers for whom this was not pointed out upon subscribing, are therefore liable to face unwelcome and unsolicited charges at any given time. Furthermore, they will have to unsubscribe via their online customer page or call their operator if they no longer want to be charged for these services. The Office of the Ombudsman wishes once again to emphasise the importance of informing the customers of the possibility to block these premium services free of charge and in advance.

3.2. Costs following contractual modifications

I contacted Telenet's customer service to see whether they could recommend a better package than the one I had, namely Wigo at € 129.00. The contact person offered me an unlimited subscription for only € 2.00 extra. I was surprised that the first bill following this change was € 150.00.

The Office of the Ombudsman repeatedly reads (220 complaints in 2022) that when concluding a new contract with the existing operator, certain additional (subscription) costs are omitted and/or incorrect subscription fees are mentioned. Subscription formulas which the complainants had prior to the switch, are often no longer offered, making it impossible to undo the contract changes upon reporting the error. This way they are left with an unexpected supplement.

3.3. Unexpected intervention costs

The technician was only here for a couple of minutes. If the lady had told me that I would have to pay € 85.00, he would not have had to come by.

Another example of unexpected costs that gave cause for 79 complaints in 2022, regards intervention costs, more than half of which were directed at Telenet. Users are surprised by the fact to see a considerable amount on their invoices that has not been announced in advance when they reported a malfunction to their operator. It is remarkable that in some mediation complaints it is concluded that the initial analysis carried out at the expense of the telecom customer, was incorrect, namely that the complainants' indoor installation would be the cause of the malfunctions experienced. Consequently the intervention costs are credited. Aside from these, some complainants are also being charged for changing equipment, such as TV boxes.

3.4. Unsolicited costs due to voicemail messages

End-users with a prepaid card of Orange for example, can no longer deactivate their voicemail. Since 2021, the year in which Orange switched many of its subscriptions to its new GO tariffs, this is no longer possible for end-users with subscriptions either.

During my stay in the United States I've received calls (spam alert) from non-existing telephone numbers (+32 35xx and +32 59xx). I did not accept these, but still I was charged € 2.00 each time.

There is still a lot of unawareness among some complainants on how to prolong a ringtone so that they do not have to call back the missed caller, which would result in costs. The problem worsens when one is abroad and receives voicemail messages that have to be paid. The Office of the Ombudsman invites Orange to offer this feature as disableable.



C. COST CONTROL AFTER INVOICING

1. Shorter payment terms for consumers

I've been a Telenet customer for at least ten years and the payment term has always been twenty days. Telenet has now unilaterally reduced the twenty-day payment term to a fifteen-day payment term.

In the fall of 2022, Telenet reduced its payment terms for private customers to fifteen days (23 complaints on payment terms). The complaints were especially triggered by the surprise effect of the alignment with the period applicable to BASE customers. The Office of the Ombudsman calls upon Telenet to always clearly inform its customers of their right to cancel, as stipulated in Art. 108, § 4, ECA. A limited number of complaints about the reduced payment term at Telenet is related to complaints regarding reminder fees, a topic that is discussed in Chapter 3, F5.

2. Non-working direct debits

Another consequence we've experiencing is the removal of the option to use direct debit. Pending the relaunch, we ask our customers to pay manually for their internet consumption.

The (temporary) absence, through no fault of their own, of the ability to use direct debiting, results in unexpected additional reminder fees. 55 complainants in total reported having had issues with the method of payment they signed up for. Their complaints could be settled amicably.

3. Hard-to-get instalment plans

I wish to pay my outstanding Proximus invoices amounting to € 1239.31 by instalments. We are on a small budget as my baby is often hospitalized for a chronic disease and we only have one wage coming in.

In 2022, 56 complainants, with Proximus being involved in more than half of them, reported to the Office of the Ombudsman that they were facing problems following a refusal of their instalment plan request. In case of financial issues, an instalment plan helps complainants to contain additional costs (Article 118, ECA) and generally provides benefits to an operator too, as it increases the chances of the latter receiving the payments, without having to appeal to third parties (collection agency, bailiff, court, ...).

D. COST CONTROL FOLLOWING CANCELLATION

1. Late registration of returned devices results in unjust fines

I haven't been a customer of Orange for over two years now. My last invoice is dated 11 August 2020. In that same period, following the termination of the contract and as agreed upon, I returned the equipment that was property of Orange, a TV decoder, via Bpost. Having heard nothing from Orange for two years, I suddenly receive a reminder mail on 26 June 2022 stating that I had yet to return the equipment. Next, they wanted the proof from Bpost that I had returned it. This, unfortunately, I no longer have in my possession after two years.

In 2022, the Office of the Ombudsman was appealed to 154 times because of the fact that costs had to be repaid for devices that had long since been returned to the operator. During the mediation of these complaints, the Mediation Service particularly noted problems regarding the (late) registration of equipment that had indeed been returned. More on this in Chapter 11 of the 2021 annual report.

2. Delayed or no processing of termination requests results in unjust invoicing of collecting costs

Very much to my amazement, I was served a notice through the post regarding my terminated Scarlet subscription. Up until the termination date I had always paid my invoices correctly.

In 2022, some forty complainants reported to the Office of the Ombudsman that they had received a warning notice from a collecting agency although they or their new operator had duly given notice to the old operator. The collecting costs charged appeared out of the blue to these subscribers. It is fair to say that partly due to a technical system failure, Scarlet carried out terminations extremely late. Delays in the administrative processing of a cancellation of multiple months were no exception.

3. Inaccessible invoices due to failed access to the online customer area

Despite the fact that there are probably still a settlement invoice and credit notes to follow, I noticed this morning that Orange has removed my customer account. In other words, I can't see anything anymore, let alone follow-up on things.

Being unable to access one's online customer area after cancelling one's services makes it very difficult for end users to still be able to follow up on invoicing in good order and make the appropriate closing payments on time.

4. Final invoices remain unpaid in case of a relocation

Recently I received a notice from a bailiff requesting me to settle an invoice supposedly from 2018, that I have never received. I moved in that period and I informed Orange thereof as I am still a customer of theirs, without any outstanding invoice as I pay all my invoices by direct debit.

When a final invoice is sent to the telecom customer's old address, it is not always received, resulting in unawareness of an outstanding balance. Consequently, the case is forwarded to a collecting agency, resulting in unexpected collecting costs.

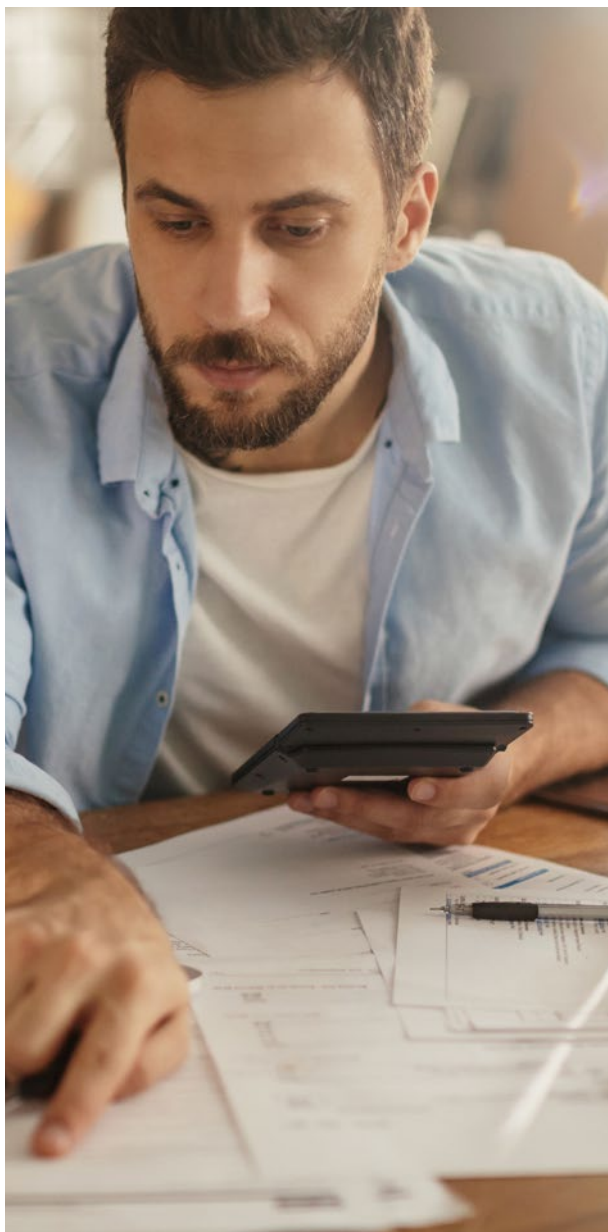
5. Invoices issued by various departments of one operator, cause confusion

VOO informed in a complaint as follows:

“

The products of the brand “VOO” are sold jointly by Brutélé and VOO SA. These are two different entities. You will therefore understand that the invoicing of subscriptions for fixed and mobile products are separate.

Cases in which the end-users are entitled to a refund of a certain amount for one subscription (e.g. mobile) and at the same have outstanding bills for another subscription (e.g. pack) risk ending up in an administrative treadmill of the different entities of VOO resulting in unpaid bills being forwarded to a collecting agency.



E. CONCLUSION

In 2022, some four thousand complainants reported receiving invoices from their operators for charges they had in no way expected. As the risk of an excessive debt due to the higher costs (inflation, energy) in 2022 increased drastically, it is also important for the telecom customers to avoid, or at least contain, additional costs. Many people feared that they would face payment issues. Especially internet usage with no or little included flat rate, old tariff plans or so called unlimited offers, resulted in unwelcome surprises at the end of the consumption period. The complainants' resumes show that they were insufficiently informed and/or had insufficient means to avoid additional costs.

There is a clear trend to shift the responsibility for unexpected costs to the end-users; who are expected to be able to get sufficient information through apps or operators' websites although the Office of the Ombudsman learnt from the complaints that that information is not always reliable. Operators also sometimes argue that the consumption can be monitored via the online customer area. That way the accountability of the subscriber, who cannot always handle such tools, is increased. Elderly people, vulnerable users, families, but companies as well, are overwhelmed by the increasingly imposed method of having to do it yourself and of seeing the operators being acquitted of this task.

In the case of M-commerce and premium SMS services, balances from third-party service providers are collected without the end-user having given his consent for such amounts to be collected via the telecom invoice,

neither before, nor during the conclusion of the contract with his operator. End-users call upon the Office of the Ombudsman looking for protection by any means, be it firm caps for subscription packages or basic limits they can set themselves as is the case for Proximus's Full Control. Precontractual, contractual but also intermediate and especially proactive information and transparency should be the norm.

Partly because of the energy crisis and the inflation, increasingly more consumers and companies have to cut back and try and contain their costs. Consequently, in this difficult economic situation, dozens of complainants expressed their dismay at the rates they are being charged for mobile Internet consumption outside bundle, numerous additional costs such as technical intervention costs or the fees for administratively lost hardware.





Complaints related to the fibre roll-out

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A. INTRODUCTION

For almost 50 years, most electronic communications have been carried out via coaxial cable (52%) or the copper network (43%), according to the regulator (BIPT). However, the copper network no longer meets the growing use of digital applications, as well as the maintenance of these networks is extremely expensive and energy-consuming.

The European Commission aims at preparing Europe for an increasingly digital future. In that context, it has set several goals, particularly on connectivity by 2025 and 2030. Eventually, all European households should be covered by a gigabit network allowing the transmission speed of data of one billion bits per second (i.e. one gigabit) and all populated areas should be covered by 5G (a mobile phone network standard allowing high speeds, low latency and little risk of network saturation).

For all these reasons, many economic players are working on fibre deployment. According to the literature, optical fibre enables the passage of a signal at very high speed and hence the transport of huge amounts of data over long distances. This makes the connection ultra-fast, hyper-stable and environmentally friendly. On a national scale, fibre optic rollout is a massive undertaking.

In 2022, 155 complaints related to the fibre roll-out were lodged with the Office of the Ombudsman for Telecommunications. The main operators concerned by that issue are, in descending order: Proximus (143 complaints), Telenet Group (3 complaints), Scarlet (3) and Edpnet (6). Besides Proximus, Telenet Group, in collaboration with Fluvius, has also started to develop a very high capacity network in a few cities: Genk, Antwerp, Ghent, Diksmuide and Poperinge. Orange Belgium has also committed to modernise its cable network and roll-

ing out fibre. Finally, there are also projects by operators such as Fiberklaar for example. More information on the progress in this field, and fibre in general, is available on the website www.infofibre.be (BIPT).

Complaints related to the fibre roll-out are many and varied.

Since Proximus intends, in the case of fixed-line connections, to install fibre up to the base of buildings, i.e. up to the distribution point, the first type of complaints concerns the fact that fibre is imposed, the resulting price increases, the use of façades, the property damage, and the impossibility of installing the fibre optic. These are all issues giving rise to complaints to the Office of the Ombudsman.



B. ANALYSIS OF COMPLAINTS RELATED TO THE FIBRE ROLL-OUT

1. Forced transition to fibre without subscriber information or consent

I would like to file a complaint against the commercial practices of Proximus. Someone from Proximus tried to call me last night and left a voice message saying that a Proximus technician would come and install fibre for me on 14 January, then immediately sent me a confirmation by e-mail. I have never asked for nor accepted this extra service (which by the way is more expensive). I find it unacceptable they assume I have accepted this when I have never spoken nor written to anyone from Proximus about this additional subscription. In my opinion, such a practice is unacceptable and dishonest, and, moreover, quite unworthy of an operator still partially state-owned.

As part of the mediation, Proximus cancelled the fibre subscription ("Fiber Pack") and restored the original contract. Moreover, Proximus also emphasised that its objective is to connect as many subscribers as possible to fibre.

The Office of the Ombudsman is regularly contacted by end-users who are dissatisfied with the commercial practices implemented by Proximus in order to force them, so to speak, to switch to fibre. They complain about receiving unwanted calls even though they have clearly expressed their disinterest in fibre. Thus, the pressure applied falls

under Article VI.109/3 of the Code of Economic Law on the prohibition of forced purchases. The aforementioned Article VI.109/3 prohibits any undertaking from:

- delivering a good or service or encourage the purchase of a good or service without a prior request;
- asking the recipient to return the good or service if they do not want to keep it.

This rule applies whether the recipient of the good or service is a consumer or a business. Furthermore, in case of an enforced purchase, the recipient can legally challenge its validity to cancel it.

Finally, the confirmation letter that Proximus sends to subscribers, when there is an alleged distance agreement for the activation of a fibre pack, does not always mention the right of withdrawal, whereas it is indeed a (disputed) remote purchase. This is a clear infringement of Article VI.45 of the Economic Code.



2. Tariff increase due to the activation of fibre

A few months ago, Proximus sent a general letter to all of its customers to switch them to fibre (they are replacing all copper with fibre). This letter clearly indicates that current subscriptions and prices remain unchanged. Proximus guarantees that the switch is completely free of charge and does not modify the customers' invoice in any way. However, Proximus unilaterally increased the subscription price by 40% for me (and probably for other customers as well) without any communication.

The fibre roll-out is a project involving significant investments. Among other things, these costs are passed on to the subscribers. It is clear that the 'fibre packs' currently being marketed by Proximus are more expensive than the old subscriptions activated over the copper network.

Therefore, it is important for Proximus to be transparent and honest with subscribers about the financial consequences of switching to fibre. In this respect, the letters sent to subscribers stating that: "Your subscription is immediately boosted, with no change in composition or price", are questionable and in no way meet the desired requirement of transparency.

Furthermore, in accordance with Article 108, § 4, of the Act on electronic communications, Proximus must not only inform the subscriber one month prior to the entry into force of any contractual modification or tariff increase, but also of the right to cancel the subscription. In most cases, the latter obligation is not met. See chapter 10 for

more information on changes in contractual terms.

In practice, it is usually impossible to reactivate the old (copper-based) packs. At best, the Office of the Ombudsman manages to obtain a discount on the subscription for a 12-month period for the complainant. That way, the tariff increase is at least temporarily postponed.

3. Façade right, damage caused by activation of fibre

Proximus installed its fibre cable above ground in my street. They took the liberty of fixing the cable to the façade without my permission. The facade was just being renovated. I plan to file a complaint for damage, especially because the cable was laid 20 centimetres lower than the old existing cables. This disfigures the façade because in addition to having two separate strings, it also runs over the decorative elements of the façade. Proximus did not respond to my request. It was transferred to the subcontractor who did the wiring. The subcontractor says they cannot do anything about it because they followed the instructions of Proximus. As far as disfiguring the façade is concerned, I would like the cable to be placed with the existing string. Secondly, I would like a strong commercial gesture for the permission to attach the cable to my property and for the damage and lost time. Otherwise, a complaint for damages will be lodged with the police and I will not hesitate to cut the cable in question.

Pursuant to Article 97 of the Act of 21 March 1991 on the reform of certain economic public enterprises, operators have the right to place telecommunications cables on façades.

In principle, the installation and maintenance of cables cannot be refused. Operators, and especially Proximus, are obliged to reach an agreement with the owners concerned. This is far from easy, especially when the owners are not Proximus customers. In case of persistent disagreement, it is up to the regulator (BIPT) to decide on the dispute and give its judgment.

For its part, the Office of the Ombudsman regularly finds that certain façade cables have been fixed in a sloppy manner and that the architectural or aesthetic aspects of certain buildings are not sufficiently taken into account. As in its 2021 annual report, the Office of the Ombudsman calls for better communication between Proximus and the owners whose façades they wish to use as a support for the roll-out of fibre.



4. Technical impossibility, late activation of fibre

Following an offer for fibre which told me that I was "eligible", I contacted Proximus to make an appointment. A technician came on 28 October for almost 3 hours to discover that the building was not connected to fibre. All the internal installations are done but the connection with the outside does not exist. He sent me an e-mail saying that he had not been able to finish, left me with a disastrous Wi-Fi and left. Since then, despite my frequent calls to the customer service and e-mails to the technical support, I have had no response or positive feedback. Telling me that I am eligible for fibre when I am not, seems to be misleading advertising.

Certain end-users complain about the waiting period to get a fibre connection. They show some impatience and want to benefit from a faster and more stable internet connection. This not only applies to residential customers, but also to businesses located in rural or remote areas.

A significant number of end-users turn to the Office of the Ombudsman because they have no perspective for a connection to the fibre network in the near future or because Proximus did not give them a specific date on that matter. In 2022, around ten complaints were filed in this regard. Most of these are Proximus (residential or professional) customers who have slow, disturbed or inefficient broadband connections, causing them daily problems.

Another recurring problem is the many unsuccessful technical interventions. Sometimes, after the visit of nu-

merous technicians, the subscriber is still not connected to fibre and, in the worst case, no prospects/alternatives are offered. All too often, these subscribers receive contradictory information from the front-line services, which fuels their dissatisfaction.

5. Lower service quality due to fibre activation

Some time ago, I made the switch to fibre. Since then, I have nothing but issues with my television. The picture is unstable and I have to move my television. Before I had fibre, my modem was in the living room, next to the television, but the technician put it in the small storage room of my apartment and connected it to a Wi-Fi amplifier for my television. Moreover, the Wi-Fi signal is not that good and that is probably due to the fact that the walls are made out of pure concrete. It is not the first time I call Proximus for this problem. Support says there are issues with the Wi-Fi channels and they do not want a technician to come and move my modem.

Although Proximus constantly praises fibre (greater stability/speed, no latency, ecological, etc.), the Office of the Ombudsman is frequently solicited by Proximus subscribers connected to the fibre network facing disturbed or underperforming electronic communications services. The presence of associated equipment, such as Wi-Fi amplifiers, fixed telephony connections (without the internet nor TV) and alarm systems, seem to impact the quality of services offered via fibre and cause compatibility issues.

Furthermore, the handling of these disruptions is often chaotic. Getting an appointment for a technical intervention is a true obstacle course. Moreover, three or even four visits by technicians are often required before the breakdown is finally fixed and the situation normalised.

6. The special case of Scarlet subscribers

We receive a message from Scarlet that they are ending our internet subscription as of 1/12/2022. This means we have to switch to Proximus and are obliged to get a fibre connection, even though we do not need this technical capacity. Is this in line with the regulations in force?

In areas where fibre has been rolled out for five years, Proximus gradually deactivates the old copper network (with VDSL technology), forcing Scarlet, which uses the Proximus network, to deactivate its subscribers and invite them to switch to another operator.

Proximus confirms the situation and specifies that Scarlet is preparing a fibre subscription offer. Meanwhile, Proximus offers to the concerned subscribers a (faster) fibre subscription while keeping the Scarlet tariff for two years.

However, it indeed represents a long-term tariff increase since the subscriptions offered by Proximus are more expensive than Scarlet. In principle, customers will be free to accept the commercial offer from Proximus and then switch back to Scarlet once this operator makes a fibre offer available. That way, their subscription should remain cheaper, although prices are currently unknown.

After having requested to convert their triple play subscription to an internet standalone product, the complainant has received the following e-mail from Scarlet: "for technical reasons, we are unfortunately forced to cancel your order. This order concerns the switch planned in your current subscription from Scarlet Trio to Scarlet Internet Loco."

Apparently, Scarlet subscribers cannot always keep their advantageous subscription when changing subscription or relocating if Proximus' fibre network is already present at their address.

The potential tariff increase, the impossibility to transfer or modify their subscription in areas where fibre is rolled out as well as the lack of information are a source of uncertainty for the subscribers concerned.



7. Long duration and complexity of the permit-granting procedures

We (Institute...) moved to a new building at the following address in August 2022. Since then, we are trying to get a good internet connection via fibre or cable. We have 80 employees who cannot work properly because the connection is insufficient and the providers do not receive the authorisation to open the street in order to reach the internet cables for a better connection. We are currently working with an internet capacity meant for a household, not a business. Several employees are at risk of burnout as they are not making progress in their work.

The operators naturally intend to connect all public authorities and professional subscribers. However, the duration and complexity of the permit-granting procedures sometimes delay the fibre roll-out operations. It is not surprising that, on top of residential customers, a certain number of Proximus business customers are waiting for a high speed fibre connection, mainly because they have an inefficient broadband connection connected to the copper network. The time needed to connect to fibre remains highly dependent on the administrative procedures for obtaining the necessary licenses and other authorisations.

C. CONCLUSION

The expansion of the fibre network is a large-scale project supposed to contribute to the increasingly rapid development of digital and electronic communications, and ultimately benefit society as a whole.

Its deployment implies a constant balance between rights and interests that are sometimes difficult to reconcile. The advancement of fibre must be safeguarded while preserving the rights and interests of end-users. Also, the façade right of electronic communication service providers and the right of owners must be reconciled.

Information and transparency also matter in order to prevent any mistrust or loss of confidence on the part of subscribers.

Finally, operators must mainly deploy technical resources adapted to properly monitor end-user problems.



Fraudulent practices in 2022



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A. INTRODUCTION

The Office of the Ombudsman for Telecommunications is regularly approached by complainants reporting fraudulent practices. As a result, for several years, as mentioned in chapter 6 of the 2020 annual report and in chapter 5 of the 2021 annual report, fraud has been a recurring theme. Both in the context of handling mediation complaints and identification requests relating to the malicious use of an electronic communications network or service, scam attempts are reported. Private and professional end-users report worrying cases of scams, whether successful or not, via calls, text messages, e-mails or social networks. Vigilance and prevention are therefore required.

These fraudulent practices, which have been on the rise since the pandemic, and the increase in online purchases and sales, affect everyone in their daily lives, under various forms: bank fraud, scam during a purchase on a website, heating premium fraud after a phone call, profile usurpation on a messaging service, etc.

Furthermore, it appears that fraudsters also target so-called vulnerable victims such as less digitally gifted or elderly people. An often recurring question from subscribers who call on the Office of the Ombudsman is who they should contact first: their operator, the police services, the regulator (BIPT), the Centre for Cybersecurity Belgium(CCB) via their website or the Safeonweb-application, the FPS Economy?

This chapter illustrates seven phenomena with several examples of complaints filed in 2022, lists the legal provisions in force since January 2022 and the security measures taken by operators to prevent these fraudulent practices. Also listed are the actions taken to limit the impact on the end user, and some advice.

B. VARIOUS FRAUDS IDENTIFIED IN 2022

On the one hand, the Office of the Ombudsman is faced with complainants who report fraud through the form for identifying alleged perpetrator(s) who maliciously use an electronic communications network or service and



wish to have the facts investigated. On the other hand, in the context of mediation cases, there are subscribers who claim to be victims of visible fraudulent practices (e.g. calls to fraudulent paying 090x numbers) or hidden charges, whether charged through the telecom bill or not (phishing). Others want additional blocking measures or options against telephone harassment. In 2022, the Office of the Ombudsman registered more than 770 complaints about fraudulent practices.

The notion of "fraud" is defined in Article 2, 5/5°, of the Act on electronic communications *as a fraudulent act done with intent to deceive, by contravening the law, regulations or contract and to procure for oneself or for another person an unlawful benefit to the detriment of the operator or the end-user, committed through the use of an electronic communications service*. A "malicious use of the network or service" is defined in Article 2, 5/6, of the above-mentioned Act as: *"usage of the electronic communications network or service to disturb the other correspondent or to cause damage."*

The mission of the Office of the Ombudsman has thus evolved from identifying nuisance calls/text messages (e.g. from ex-spouses or call centres) to identifying alleged perpetrators of malicious use of an electronic communications network or service, such as online services and platforms offering access to audio or video programmes, media, or linear television.

The Office of the Ombudsman points out the new legal measures available to players in the telecommunications sector to effectively combat the fraud practices reported during telephone contacts with complainants or described in the complaints received.

Article 121/8 of the above-mentioned law requires operators to take measures to detect fraud and malicious use of the network and limit its impact.

1. Cyber fraud

This category includes various fraudulent activities via calls, text messages, e-mails or social networks such as Wangiri (the victim is induced to call back international premium rate numbers) or whaling (the scammer pretends to be a known or familiar person). In 2022, the Office of the Ombudsman registered 105 mediation complaints (versus 252 in 2021) and 124 identification requests relating to the malicious use of an electronic communications network or service (versus 146 in 2021). Hackers impersonate a bank, a postal service company, a public service, Microsoft, and so on, or operate on social networks. The Office of the Ombudsman has already discussed these scams in Chapter 5 of the annual report last year.

I have been the victim of a scam via a hack on my phone. The hacker bought online games via the Onebip-website, twice for €22.90 via my Proximus account. The operator told me that there was nothing she could do for me as the purchase was made via Onebip and that I had to pay the invoice. She sent me an e-mail with a Onebip address to file a complaint so that I could get my €45.80 refunded.

On 3 July 2022, we received a phone call. As elderly people with poor eyesight, we called the number twice. The calls lasted a few seconds as the called person immediately hung up. On the invoice of 7 August 2022, we are billed for a duration of 5h30 and an amount of €726.00 to Senegal.

As part of the review of these disputes, the Office of the Ombudsman invites the operators to provide all useful explanations, find solutions to the distress of the victims who have been scammed and, lastly, to take structural measures to prevent such fraud from happening again.

USER ADVICE

When receiving a suspicious e-mail, the best solution is not to react to it and to delete it. If the content of the e-mail or its address seems fraudulent, do not hesitate to contact suspect@safeonweb.be to find out if it is indeed a scam.

2. Phishing

The Office of the Ombudsman registered 230 complaints about phishing within the framework of the procedure to identify alleged perpetrators of malicious use of a telecommunications service (versus 378 in 2021). Unfortunately, 29 complainants reported a financial loss resulting from this fraud (versus 41 in 2021). Scammers try to abuse the user's trust and play on the spectrum of emotions such as fear and desire.

After picking up the phone, an automatic voice tells in English that my bank account has been hacked and used for criminal activities. I am asked to press "1" to be connected to a "real" police officer. I immediately hung up without pressing "1".

Despite its efforts, based on the subscriber's list of incoming calls, the Office of the Ombudsman rarely succeeded in identifying the perpetrator of the fraud at the times and dates mentioned in the form completed and duly signed by the victim.

USER ADVICE

In case of a suspicious phone call, it is important to disconnect and hang up. It is good to know that banks, for example, never ask for a personal data update by e-mail or telephone and will never ask for passwords, login details or bank details via these channels. A visit to the bank will be asked for such changes.

3. Identity theft

In 2022, the Office of the Ombudsman registered around fifty complaints from victims of identity theft. Cybercriminals hack SIM cards and Wi-Fi networks among others. Scammers manage to deceive operators by pretending to be the real subscriber and asking for a new SIM card. Then, they can defraud by calling in the subscriber's name or making phishing calls.

Identity theft: on 10 April 2022, I noticed that my SIM card (linked to the phone number 04xx) had been blocked and I was unreachable. We also received an e-mail on the same day from Orange stating that "our request to renew the SIM card" had been accepted, although we had never requested a new SIM card. We then contacted Orange on 11 April 2022, who replied that a new SIM card had previously been requested via the Orange application, and that this new SIM card was then blocked due to excessive usage (10,000+ text messages abroad) and traces of fraud. We have never asked for a SIM card renewal ourselves. So someone could just pretend to be an Orange customer and make such a radical change, which makes our trust in Orange regarding data protection shaky.

Operators are indeed involved because they allow, among others, third parties to come into possession of customers' SIM cards. There are still significant challenges in dealing effectively with these types of complaints through the operators' first line service, which have a major negative impact on subscribers. Equally striking is the fact that a proportion of complainants, out of mistrust due to the lack of solution orientation from their operator, ultimately choose to cancel their telecommunications services.

USER ADVICE

- Share as little personal information as possible (often available on social networks) on the internet;
- Create strong passwords for online accounts. Activate the two-step verification (if possible) for online services and use an authentication application if necessary;
- Keep your smartphone's software up to date;
- Contact your operator in case of suspicious activity on electronic communications networks.

4. Invoicing calls to 090x premium rate numbers

The Office of the Ombudsman received 54 complaints (versus 71 complaints in 2021), often from financial vulnerable and/or elderly people who were misled into calling a 090x premium rate number. The issue regarding vulnerable people is addressed in chapter 4 of this report. The scammers ask their victims to dial a premium

rate number, pretending to be, for example, the national lottery, a psychic or a vaccination centre. A review of the complaints received by the Office of the Ombudsman suggests that these scams are aimed at a target audience that is gullible, isolated and not inclined to defend itself.

Such additional costs are clearly visible on the users' invoice of electronic communications services.

I am filing a complaint about the telephone scam I was the victim of from 22/07 to 01/08. During that period I was called by two people (Sarah or Sophie) and sometimes several times a day. These people called me to say that I was going to win the lottery and to do so I had to call a special number (0900) and the conversation would last between one and ten minutes. I was put on hold, waiting. My son, who saw my Orange bill of €976.76, contacted Orange who asked him to file a complaint with the police. I am an elderly person living alone and in emotional distress.

The Office of the Ombudsman can only encourage operators to take measures to protect their customers who are thus confronted with abnormally high invoices and to put an end to the reported fraudulent practices as soon as possible.

USER ADVICE

It is possible to ask your operator to preventively block access to 090x premium rate numbers free of charge.

5. Spoofing

In 2022, the Office of the Ombudsman received 43 complaints from users claiming to be victims of spoofing: 27 mediation complaints and 16 complaints concerning requests for identification regarding the misuse of a telecommunications network. Scammers are becoming increasingly inventive and credible, easily impersonating the person whose number was spoofed. The called person thinks that the calls are coming from a known, trusted or geographically specific number. The scammers try to manipulate their targets by pretending to be an employee of a bank, collection agency or administration, for instance, in order to convince them to disclose over the phone sensitive information such as passwords, banking information or social security numbers, etc.

On 16/05/2022, I received two calls from people telling me that I had tried to call them, which is not the case. I want to make sure that my mobile number is not used by anyone else and that it is secure.

Article 121, § 4, subparagraph 1, of the Act on electronic communications precisely aims at preventing cases of fraud and more specifically spoofing. It stipulates a prohibition on altering the identification of the calling line or the sender in the case of an SMS/MMS message sent with the intention of causing harm to or deceiving the person called or the recipient of the SMS/MMS message.

Operators have to take preventive and reactive measures against scams. They block obviously suspicious numbers.

It is also necessary to rely on the real-time analysis of incoming and outgoing traffic carried out by the operators, who have developed anti-fraud monitoring systems, similar to spam filters for e-mails (see also Article 121/8 of the ECA mentioned in the introduction).

USER ADVICE

- Be careful when receiving a message from an unknown number;
- Do not call back an unknown number;
- Never disclose personal data (national register, address, etc.) or bank details;
- In case of disclosure of personal or banking data, contact your bank and file a complaint with the police.

6. Robocalls

The Office of the Ombudsman registered 32 complaints which can be associated with robocalls, i.e. automated calls, as part of the process of identifying alleged perpetrators of malicious use of an electronic communications network or service (versus 46 in 2021). These automated or pre-recorded calls may be fraudulent in nature. Certain users find them very annoying, mainly because they are called repeatedly and see no possibility to stop the calls.

For years I have been receiving unwanted calls which I have not answered for a very long time. It was often once per working day. On the few occasions that I have spoken to someone, I have asked that they stop harassing me. After a hiatus, the calls now seem to be clustered on one day.

USER ADVICE

In case of robocalls, a pre-recorded message or a robotic voice will be heard and you will be asked to dial a number to continue. Never respond to such messages. This is most likely an attempt to obtain contact details which could be used to set up further fraudulent practices

7. Smishing

In 2022, the Office of the Ombudsman received 7 mediation complaints and 6 requests for identification relating to malicious use of an electronic communications network or service that are likely to be related to smishing. The text messages are sent in the name of banks, public services, postal companies, telecom operators, etc. They almost always contain a link which, when opened, can cause serious damage to the end-user. The complainants did not question the origin of the message and followed, in good faith, the instructions contained in the messages. The link in the fraudulent messages may lead to a fake website. With the data captured, cybercriminals can take control of the victim's identity online and thus extort money from them. Clicking on a link can also result in malware being installed on the victim's device.

I would like to inform you that today, 8 February 2022 at 10:38, I received a suspicious message from the number +3246xx. The message was the following: [SPF: info] The Federal Tax Service has decided that you will receive a refund of €278.35. To receive this amount, please visit our website: httpsxxx.

Among other things, the new legal provisions allow more efficient identification of fraudulent SMS messages. Operators can carry out targeted automatic filtering of incoming and outgoing SMS/MMS messages as a preventive measure to detect suspicious patterns (fight against 'smishing') (see Article 125, §1, 7° of the ECA). Moreover, in case of fraud, operators are entitled to take concrete measures to combat fraud, such as blocking the messages or replacing in the messages URLs that redirect to a fraudulent website with a warning message or a URL with warning message (see Article 125, § 1, 7, d, paragraph 2 of the ECA).

An analysis of the information on the websites of the main operators shows that, to date, they are trying to make users aware of their responsibilities regarding smishing.

USER ADVICE

Learn to recognise suspicious messages, such as those used for the delivery of a package, to update one's profile, to enter a competition or to warn of a danger, such as a bank account hack or the deactivation of a service. Think twice before acting on it.

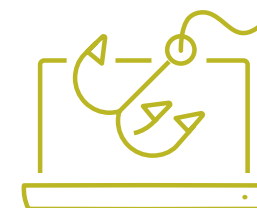
C. CONCLUSION

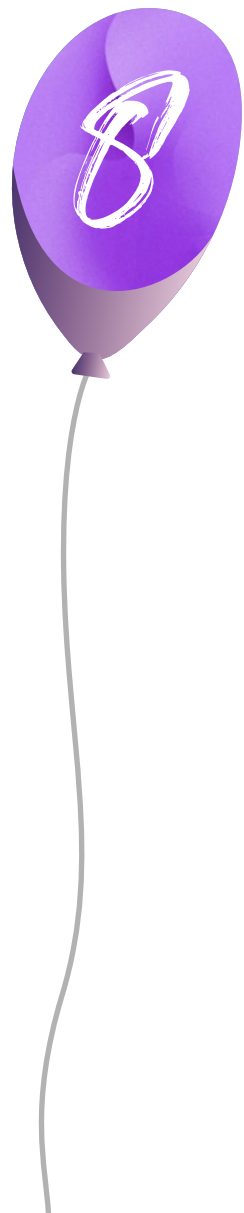
The new legal provisions have given operators much more leverage in combating and preventing fraud via electronic communications networks. These measures thus echo a significant number of complaints outlined in previous annual reports. Some concrete measures, such as the ban on changing the calling line identification, blocking messages or replacing URLs with a warning message, have a potentially positive impact on end-users who have been victims of fraudulent practices in recent years.

The Office of the Ombudsman wished to emphasise the fundamental importance of the legislative arsenal, preventive measures, warnings from operators via their communication channels and information campaigns, as well the Safeonweb application to safeguard the security of telecommunications networks.

The Office of the Ombudsman also encourages end-users to report scams as soon as possible and to continue to alert the various authorities active in the fight against fraud.

Finally, the Office of the Ombudsman calls on operators to pay extra attention to vulnerable members of the public, who are prime targets for hackers, harassment and unfair practices.





The legal guarantee



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A. INTRODUCTION

The current top mobile phones models purchased from an operator, separately or as part of a joint offer, can easily run up to € 1,000 and more. In the mid-tier segment amounts quickly run up into several hundreds of euros as well. It is consequently even more frustrating when such expensive devices break down and must be returned to the operator for repair or replacement. Televisions or other electronic products purchased from an operator regularly give rise to complaints if they are defective as well.

In addition to the legally prescribed guarantee, the manufacturers also voluntarily offer commercial factory guarantees. Both are a cause for discussion between the selling operator and the complainants who sometimes have a great deal of trouble to assert the right to the guarantee. In 2022, the Office of the Ombudsman for Telecommunications registered 103 complaints regarding issues to have a device repaired under warranty. Among others, 52 cases had to be initiated against Proximus, 25 at Orange and 15 versus Telenet.

In this article, the Office of the Ombudsman will list the most structural problems and will specify the legal provisions and user rights regarding their telecom operators as well as the obligation to inform, imposed on the operators and the matter of the burden of proof in question.

B. CONSUMER REFERRAL TO MANUFACTURER

According to Articles VI.2, VI.45 and VI.64 of the Code of Economic Law (CEL), the telecom operator, as the selling party, has a (pre)contractual obligation to inform the customer, as the buying party. The obligation to inform has also been laid down in Article 5/16 of the new Civil Code. At the very least, it must be pointed out to the consumer, in a clear and comprehensible manner, that there is a two-year legal guarantee, and it must be explained which steps the customer needs to take in this regard. Although the warranty law leaves no doubt as to the fact that only the seller is responsible towards the user for the handling of guarantee matters. However, the complaints lodged with the Office of the Ombudsman reveal that Proximus's primary help desk refers its customers to third parties in case of a defective device. In some cases the customer was referred to the manufacturer, in others to the repair centre. In one extreme case, seven contact moments did not result in a solution and the operator did not take his responsibility.





C. THE RIGHT OF WITHDRAWAL AND GUARANTEE ARE CONFUSED

I desire a new mobile phone as this one is still under warranty (less than 14 days following the purchase date).

Upon each purchase, in a shop or online, the buyer is entitled to a properly functioning product. However, there seems to be some confusion regarding the implementation of the right of withdrawal (Article VI.45, CEL) and the right to replacement or repair under guarantee. Customers are especially confused when the defect arises immediately after the online purchase of the good. The Office of the Ombudsman wants to emphasise that the legal right of withdrawal is indeed a right but that it does not apply to purchase agreements among companies.

A private purchase can be returned within 14 days following receipt without giving any reason (Article VI.47, Code of Economic Law). The situation is different when the purchase takes place in a telecom operator's shop, where no legal right of withdrawal applies, as in that case the goods can be seen prior to the purchase. Anyhow, when a defect is found following the purchase, the consumer can only call upon the guarantee covering the defects present at the time of the purchase.

D. WARRANTY CONDITIONS

Both complainants and operators as well often mistake the legal obligation of the seller/telecom operator and the possible commercial guarantee of the manufacturer. We continue to emphasize that the first one is explicitly provided for by law, the second is not. In practice, defective telecom devices are forwarded to only a handful of repair centers, the different operators have a close collaboration with. Remarkably we often read in the points of view, and especially Proximus's, that manufacturers seem to impose their own repair terms to these companies. The operator is still the only contractual partner who is liable towards the customer for each non-conformity (Article 1649quater of the Civil Code).

If the defect cannot be rectified by the repair department, the operator remains responsible for rectifying the defect found if it could not be proved that the end-user himself caused the defect. The operator may not pass the buck to the manufacturer. Therefore, in issues regarding the legal guarantee it should not matter at all for the complainant from whom the operator purchased the goods to resell them to his customers nor what the supplier, i.e., the manufacturer, thinks he has to say about the complaint.

In practice the so-called independent repair centres stick rather strictly to the terms and conditions of the manufacturers. The latter's terms and conditions for repair or replacement can differ strongly from the legal terms and conditions for guarantee, however. It is remarkable that operators are easily deterred by the determination of these repair companies and do not question their working methods.

E. REFUSAL TO REPAIR BECAUSE OF DAMAGE OF THE DEVICE DUE TO A DROP, BUMP OR MOISTURE

When a defect displayed six months after the purchase, according to the old legal provisions the consumer had to prove that the defect already existed at the time of the purchase. With the new national legal provisions, transposing the European Guarantee Directive into Belgian legislation, consumers are protected better than ever before as of 1 June 2022 (Article 1649quater and following, CC). For the new regulation completely transfers the burden of proof to the seller during a two-year term. Therefore, during the entire guarantee period, the latter will have to prove that the consumer is responsible for the defect, for instance because of a wrong use of the device. Incidentally, the Office of the Ombudsman wishes to point out that the legislation is now also attuned to the digital era. Users purchasing apps, software, streaming services and other digital, individual and permanent services, as well as goods with digital functionalities, such as smartphones, will consequently be equally well protected by the new guarantee right.

During the first two years following the purchase the operators consequently must either oblige the requests submitted to them or prove that the defect is a result of for instance brute force by the consumer. During this period the customer, on the contrary, only has to prove that there is a defect. However, repair centres and operators often use damage due to a drop, a bump or moisture as an argument not to repair devices free of charge under the guarantee. In this regard damage to the device does not automatically exclude the guarantee. In the case of a malfunctioning battery or software issues hampering

the proper functioning, operators have to prove a causal link between both conformity issues during the period under guarantee. Still many complainants find it nearly impossible to assert this right. Operators sometimes do not adopt a sufficiently critical attitude towards the repair centre's observations.

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This shows that moisture seeped through somewhere. It does not mean that the device was completely immersed. It is also possible that the lady dropped the device. Even though no damage can be observed with the naked eye, a drop can still cause an opening through which the moisture got in.

Often users are brushed off with the argument that apparently the phone encountered moisture. Most complainants are enraged by the blunt rejection because they are sure that their device never met water. It is reasonable to expect that a smartphone can be exposed to mist, light rain, ... without a defect appearing. Nonetheless we see that complainants are rather hesitant to appeal to a counter-assessment; probably because of the high fees that this can entail.

Within the larger domain of the guarantee matters, several complaints revealed that the legal rules were not consistently applied to parts of the devices, such as faulty batteries, in the sense that they did not fully charge or were quick to overheat. In certain devices (e.g., Apple devices), this causes problems as the device has to be completely disassembled before the battery can be replaced. This is often refused when traces of use/damage are visible on the mobile phone. In the wake of those

complaints, we observed other practices that made us raise our eyebrows. Sometimes an all-risk insurance was imposed for instance, under the pretext that that would cover damage to batteries.



F. LENGTHY REPAIR TERMS



At the moment we are facing a worldwide issue for the delivery of parts. This causes the average repair time to be longer than usual. Mister R.'s device is a One plus, a Chinese device and that poses a big problem. Our repair department is currently looking for a solution but to no avail so far. Therefore, the repair of his device takes a lot longer than was to be expected normally.

The phenomenon of lengthy repair terms complainants are facing, causing them to have to contact the operator or drive to the shop repeatedly, is one of the main topics of complaints submitted to the Office of the Ombudsman. In extreme cases the users did not have access to their devices during several months. Regarding this matter one complainant reported that he was told that the waiting time was extended because there were not enough parts available; others were kept guessing as regards the reason for the delay.

G. REPLACEMENT DEVICES NOT ALWAYS AVAILABLE

I've asked for a replacement device as I need this for my work as well. The shop could not provide for this. They told me this wasn't done. We'd already been waiting a month by that time.

It must be pointed out that consumers cannot exact the right to a replacement device on loan when their device has to be repaired. Some shops will have devices in stock to this effect, sometimes insufficiently, but they are only given as a gesture of goodwill to bridge the repair period.

H. NO LESS THAN THREE REPAIRS BEFORE A NEW DEVICE IS GRANTED

The explanation was that the device had to be submitted for repair three times before they could offer me a new device under guarantee. Important note here: the device had to be sent back immediately, otherwise this did not apply. It was out of his hands; it was Orange's policy.

From the complaints the Office of the Ombudsman receives, it stands out especially that the complainants would rather choose a replacement over a repair and that the operators mainly choose a repair if possible. A testimony shows that Orange's customers had to endure a repair procedure no less than three times before the operator declared himself prepared to replace the device. In this regard, the Office of the Ombudsman emphasises that the choice between a repair or a replacement is restricted by the fact that it has to be considered whether the remedy chosen by the consumer would entail disproportionate costs for the seller. Central in this consideration is the importance of a circular economy.

I. HIGH ADMINISTRATIVE COSTS IN CASE OF IRREPARABLE DAMAGE, COSTS TO CALL THE CLIENT SERVICE AND TRANSPORT COSTS

They offered to return my airpods without repair, at a fee of +/- € 30.00 for the estimate or to have them repaired at a price of +/- € 190.00. This entire affair has already cost me quite some money in terms of calling fees, gas to drive back and forth and a lot of time. While I wonder whether this is really my job.

If the device cannot be repaired under guarantee, the customer must pay tens of euros before getting his device back, without repair. In addition, numerous complainants report that they have been put to expense because of the countless telephone calls to the customer service and the repeated trips to the referred shop, supposedly the only one who can ensure contact with the repair centre. The costs incurred by the aggrieved customers in order to have their devices repaired, as well as the time invested in it, are by no means equally compensated by the operators.



J. CONSEQUENCES IN CASE OF JOINT OFFER

I have had a screen at home for about eight to nine months that Proximus will not replace and recently I asked if the value of the screen could be deducted from my invoice, which is not possible, and if I could change my subscription. I was told that I had to pay an amount of €368.00 because the contract has not expired.

“

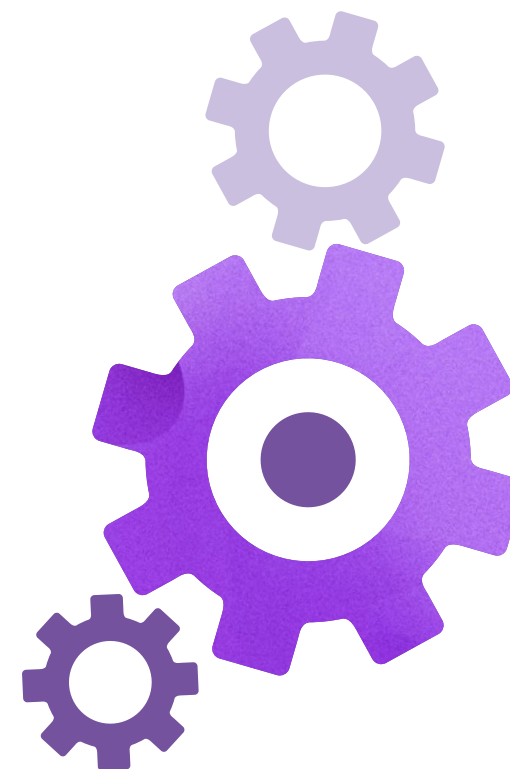
The customer can terminate his Telenet services free of charge at any given time. However, if within a period of 12 months following the purchase of the device for which he was granted a discount, the customer cancels all his Telenet services or the specific Telenet service to which the discount was linked, a compensation is charged corresponding to the residual value of the discount for the device in question, amortised on a straight-line basis over a 12-month period.

Significantly, the subscription fee for the telecom service during the period when the complainants are unable to use the device usually continues even though one does not always have the device to use the service. In the case of a joint offer where both the sale of the hardware as well as the conclusion of the subscription are essential components of the agreement, it is not understandable that if there is a problem with one of these essential elements,

during the period of repair, payment can still be demanded for the other linked segment. Any subscription change or change of operator entails an automatic charging of the residual value of the device. On the other hand, if the damage falls outside the warranty, it seems inescapable to the Office of the Ombudsman that a residual value will be charged if the telecom customer prematurely breaks its joint offer agreement.

K. CONCLUSION

The aforementioned grievances outline the difficulties complainants faced in 2022 in asserting their legal right to warranty. The long waiting terms especially contributed to some complainants' feeling of being pressured to buy a new device during the repair process so that they can still be reached in their professional and private environment. For today it's impossible to imagine life without mobile phones, consumers using them to communicate but also to carry out payments or consult (government) documents. In the end it is not always easy to enforce the guarantee in the telecommunications sector. The Office of the Ombudsman recommends consumers to firstly appeal to the guarantee in case of a claim, as the terms thereof are accurately regulated by law. If it is not possible to appeal to the guarantee or if the purchase took place more than two years ago, it is still possible to fall back on the manufacturer's commercial guarantee that might have a longer period of validity depending on the case.





Recurrent issue upon switching operators

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A. INTRODUCTION

Problems when switching operators have been one of the very frequent topics of mediation complaints for years now. In 2022, the Office of the Ombudsman registered another 657 complaints from complainants facing difficulties in this regard. The main reasons to switch operators according to the complainants' accounts are cheaper rates, but also a service from the new operator that is supposedly better. For number portability, network quality played a part as well. In the case of fixed services an end-user's relocation also often gives cause to switch operator. This chapter expounds on different issues that arose when switching providers. In this regard, the Office of the Ombudsman wishes to point out that the updated legislation regarding Easy Switch will only come into force in 2023 and that it is still too early to see its possible effects in the 2022 complaints.

B. ONGOING PROBLEMS AFTER AN OPERATOR SWITCH VIA NUMBER PORTABILITY

Number portability constitutes a crucial element for the telecom user's freedom of choice. End-users should be able to keep their numbers, especially when switching operators. The transfer process has to be completed within one working day at the latest, as stipulated in Article 11, § 7, 1°, of the Electronic Communications Act, the recipient operator taking charge of the request. Still the Office of the Ombudsman recorded 311 appeals this year reporting irregularities in this regard.



1. Mobile number

In 206 complaints, the complainants talked about the difficulties they faced in the context of the transfer of their mobile number. In, among other things, 106 complaints Proximus was involved, either as the operator from whom a number was being transferred or as the new operator, in 100 complaints that was Orange, in 61 complaints Telenet and in 50 complaints Scarlet.

Scarlet does not want to release my number or reactivate it. I have cancelled my subscription too early resulting in my number being deactivated and my new operator (Telenet) being unable to take over the number. I've contacted the customer services more than five times already. Each time they tell me they will reactivate my number but nothing happens.

Complaints reporting that, upon the request, the recipient operator received a message stating that the telephone number would no longer be active at the donor operator's resulting in the impossibility to arrange the transfer, were no exception. In such cases the new operator is given a rejection and the number cannot be activated. The telecom customer however, may not become the victim of a back and forth game between the two companies involved. In the case of failure of the procedure, the donor operator is legally obliged to reactivate the end-user's number and related services until the transfer is successful. In light of

the many mediation complaints the donor operator made efforts to reactivate the number anyway, following which the transfer could indeed be completed.

The Office of the Ombudsman also notices that the switch to another operator can be hindered by the fact that the end-users did not receive their new SIM cards for various reasons or received them only with long delays. Moreover, the procedure to obtain a new SIM card differs from operator to operator. Article 11, § 7 ECA therefore imposes a provisioning of electronic SIM cards by means of which the profile of the new operator can be activated remotely, thus avoiding the physical exchanging of SIM cards. Today the number of eSIM-compatible devices is still limited but a number of operators such as Unleashed, Proximus and Orange do already provide this successor to the traditional SIM card.

In the period of May-June I switched operators. To transfer my number from Orange to Proximus, I had to take a private subscription for a while. I received an e-mail from Orange stating that I had a credit of € 18.20 and that this would automatically be deducted from the next invoice. But I am no longer a customer at Orange. I've called the general number several times but I didn't get in. In October I got a call from a salesperson wanting to sell me a new subscription. When I said that I wanted my money back, he advised me to contact the Office of the Ombudsman because they only do refunds following a complaint.

Other complainants reported to Orange that they had been informed of a credit following the termination of their contract. Many assumed that the credit would be automatically

refunded. They were expected to make a request with the front-line customer service however. Complainants sometimes had to try for months to get their refund and finally called upon the Office of the Ombudsman for help. The Office of the Ombudsman invites Orange to spontaneously reimburse every credit at the termination of a contract.

2. Fixed line

The landline didn't work. Tuesday the technician visited again but there was nothing he could do. We had to wait for the head office to port the telephone number from Scarlet to Proximus. Up until today, no more communication. We'd been trying to arrange everything since 18 July as my father-in-law has Alzheimer's and cannot make calls with a mobile phone.

In 2022, 105 complainants reported irregularities upon switching fixed line operators, among which 69 appeals were directed at Scarlet. In Chapter 7 of the 2021 annual report the Office of the Ombudsman already outlined the structural IT problems attributable to Scarlet that thus still infringed on the legal right to keep one's number upon an operator switch during the first six months of this year. The Office of the Ombudsman was also able to derive from various complaints that Scarlet did not seem to receive a request for porting in case the complainant was switching to Proximus.

3. Unwanted number transfers

The recipient and the donor operators work together in good faith. They shall not delay or abuse the switching and porting processes, nor shall they port numbers or switch end-users without the end-users' explicit consent (Article 111/2, ECA).

In 2022, the Office of the Ombudsman received 168 complaints regarding the fact that a number or telecom service was ported to another operator without the end-user's consent. The complaints are brought against the operators in question. When we look at the complaints per operator, we see, among other things, 77 complaints against Proximus, 62 against Orange and 26 against Telenet.

Human and/or administrative errors are one of the main causes for the issues complainants are facing. As the process of number portability can moreover be initiated with the greatest of ease, with only limited information such as the SIM card number, customer number and telephone number to be communicated to the recipient operator, unsolicited number portability can be done by third parties in possession of the necessary information because of their private or professional relationship with the duped person (an ex, former employee).

In principle the two operators involved would be able to find out quickly whether such complaints are indeed justified by verifying the contractual situation and by checking who rightfully owns the number in question. Nevertheless the complaints reveal that the legally imposed collaboration in this regard leaves much to be desired, sometimes because of the specious argument that it would concern a conflict among third parties.

4. Lost phone credit due to switching operators

The principle of a refund of the call credit for a prepaid card following a switch to another operator has been clearly laid down in legislation since 2022; in contrast with the cases in which the end-user has given notice and does not have his number ported to another operator (35 complaints). The Office of the Ombudsman registered 14 complaints reporting that the operator initially refused to reimburse the credit.

Certain operators, such as Unleashed, argued that the Royal Decree mentioned in Article 111/2 of the Electronic Communications Act did not yet provide for a maximum fee for the transfer and consequently refunds as such were not yet imposed. However, the fact that there is no implementing decree does not mean that the call credit does not have to be reimbursed. The reimbursement is not carried out automatically on the contrary, but only at the end-user's request. The Office of the Ombudsman pleads with the operators to reimburse the credit spontaneously at the end of a contract, both in the case of a regular termination and a switch to another operator.

5. No or insufficient compensations – lack of automatic granting

A number transfer between my previous operator (Jim Mobile) and my new operator (Proximus) took 46 days: from 20/09/2022 until 5/11/2022. According to the BIPT that would entitle us to a compensation between € 3.00 and € 5.00. But Proximus offers no compensation whatsoever for this delay.



Finally, the Office of the Ombudsman wishes to mention that in dozens of front-line complaints, no or insufficient compensations were granted due to delays upon the number portability. According to Article 13, § 1, of the Royal Decree of 2 July 2013 on the portability of the numbers of subscribers to electronic communications services are nonetheless entitled, at their request, to the following compensations for delays in the execution of the number porting:

1° for simple portability (when requesting to transfer one geographic number that is allocated to one natural person): € 3.00 per day of delay per number ported;

2° for more complex portability: € 5.00 per number transferred and per day of delay.

Unfortunately, many end-users lack awareness about their rights, do not ask for a compensation and consequently miss the compensation entirely or content themselves with the lower compensation offered by their operator. Others are facing a lot of difficulties to assert their rights. The Office of the Ombudsman wishes to advocate for the automatic granting of the legal compensation.

C. SWITCHING OPERATORS THROUGH EASY SWITCH

The Easy Switch procedure, in effect as of 1 July 2017, facilitates the switch to another operator as regards the internet and television services, as well as bundled fixed telecom services, telephony excluded. This standard procedure has to ensure that the new operator automatically terminates the service(s) with the old operator in order for the subscriber, provided that the latter has a contract for private use, not to be confronted with a double invoicing. The Office of the Ombudsman already covered this

matter in previous annual report articles. In this regard, a new Royal Decree, replacing the old one from 2016, on the migration of fixed line services and bundles in the electronic communications sector, will come into effect in 2023.

In 2022, the Office of the Ombudsman registered 346 appeals in the Easy Switch category. The Mediation Service noted the highest number of complaints for the switch among the five biggest operators on the market, namely Proximus – Scarlet (70), Proximus – Telenet (59), Orange – Telenet (49), Orange – Proximus (45), Scarlet – Telenet (20), Orange – Scarlet (19), Proximus – VOO (17) and Orange – VOO (11).

1. Causes of Easy Switch failure

The complaints reveal various structural problems that, despite Easy Switch, eventually result in a double invoicing.

1.1. Missing Easy Switch code

In some twenty complaints the complainants reported that the new operator had not asked them for an Easy Switch code at any given time, causing the transfer to be doomed from the beginning. Thanks to this unique identifier, however, the current operator knows which service(s) to terminate exactly. But sometimes the complainants did not help in the process by not communicating the information that had nevertheless been requested. There have been cases as well where no Easy Switch identifier was sent to the donor operator as the end-user was unable to find it. This can generally be found on the invoice or in the customer area or the mobile app of the current

operator. In a number of cases the complainant did finally communicate the code by telephone following the signing of the contract but that information failed to be passed on to the donor operator. The procedure could also not be applied in a dozen complaints because the complainant was not aware about signing up to use the Easy Switch procedure. The latter is nevertheless the legally provided standard in this matter.

1.2. Incorrect precontractual information for business users

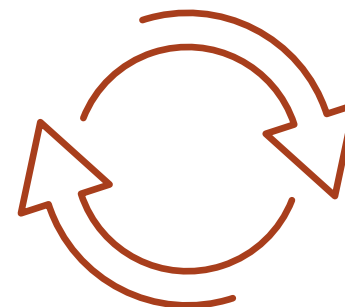
Our firm switched from Telenet to Orange for all its services as of February 2022. We were told by Orange that all of our services would be transferred automatically and that we did not need to worry about this procedure at all. I now received a bill for € 427.99. I called Telenet and asked what's the use of me communicating the Easy Switch identifier if they take no account of it whatsoever. Telenet then replied that unfortunately the Easy Switch identifier does not work for a business customer and that the new operator has to contact the old to terminate the remaining services. They hadn't done that, with all the associated consequences.

A dozen business users received misleading information from their new operator and consequently tried to use Easy Switch, unaware or uninformed that the procedure does not apply to them. For they can only use Easy Switch if they have a private subscription.

1.3. Incorrect or incomplete information

In May this year I switched from Telenet to Scarlet. I now received an invoice from Telenet to still pay for internet. I've called both operators and they of course blame each other for the incorrect handling of the termination. Apparently the Easy Switch code has been incorrectly transmitted. But I was not informed of this by either Scarlet or Telenet, who consequently rejected the switch.

For a dozen complainants it was wrongfully stated on the purchase receipt from the new operator that they themselves wished to notify their old operator of the termination. Moreover, a number of complainants reported that they had never been contacted by their new operator about the fact that the Easy Switch code had been rejected.



1.4. Administrative barriers and technical impediments

Some twenty complaints showed that the new operator neglected to transmit the Easy Switch to the donor operator. The Office of the Ombudsman was unable to find out the reason for this. In a number of complaints, the Mediation Service had to establish that the new operator had neglected to mention the dot belonging to the customer ID number to the recipient operator and/or transmitted an incorrect customer ID number. Furthermore, an incorrect Easy Switch was communicated to the old operator in a number of cases. From a dozen complaints it was clear that the Easy Switch had been transmitted correctly, but not been registered correctly by the donor operator.

Some twenty complaints illustrate the fact that the donor operator could not process the Easy Switch administratively because of a technical issue. In some other complaints, the Office of the Ombudsman was able to find out that the recipient operator had indeed received a correct Easy Switch from the donor operator but had, at the same time, received the message that the request for transfer had been cancelled because of for instance a corresponding number portability for a fixed line (and/or mobile phone) blocking the request. A number of relocating orders/other ongoing orders got stuck at the donor operators or there were cases of apartment buildings that, from an administrative point of view, were impossible to process via Easy Switch. In a dozen cases the recipient operator was late (up until 30 days) to send the Easy Switch to the donor operator. It was mainly Orange that faced this type of failure and referred to a temporary incident. Other examples for why this implementation was troublesome, consisted of the late cancellation (up until twenty days later) of the subscription or a fixed line remaining active as the customer had not cancelled or ported it.

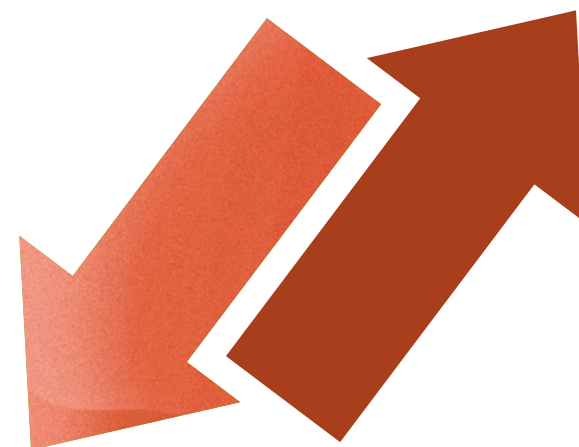
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He also explicitly indicates on the simplified migration order whether or not he ports the geographical numbers, corresponding to a set of services from the donor operator, in accordance with the Number Portability RD, to the recipient operator (Article 3, 1°, of the Royal Decree of 6 September 2016 regarding the migration of fixed line services and bundles of services in the electronic communications sector).

2. No or insufficient compensations for Easy Switch delays

Finally, the Office of the Ombudsman wishes to mention that in a dozen front-line complaints there were no or insufficient compensations granted due to delays upon the operator switch via Easy Switch. Complainants mainly raised the fact that on the days they had to stay home to let in the technician, they suffered a loss of income and/or had to give up days off, for which they would like to be compensated. Article 106.8 of the Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code obliges Member States to lay down stipulations governing the compensation. These should not only include a section regarding missed installation and maintenance appointments as laid down in Article 19 of the Royal Decree of 6 September 2016 regarding the migration of fixed line services and bundles of services in the electronic communications sector, but also the delays upon switching, when an operator neglects to fulfil his obligations. The year 2023 will show us whether the new and higher compensation amounts, foreseen in the new Royal Decree of 31 August 2022 amending the Royal

Decree of 6 September 2016 regarding the migration of fixed line services and bundles of services in the electronic communications sector, will result in a more accurate operator switch. Among other things, the decree provides for a € 30.00 automatic compensation for a missed appointment by the technician as well as compensation that has to be explicitly requested for the delay in the implementation of the migration, for each working day of delay if the operator has promised to initiate the new service on a specific date but did not deliver on his promise.



D. RETAINING EMAIL ADDRESS AFTER EIGHTEEN MONTHS

Loss of email address after eighteen months when terminating internet services. I've heard that a law was adopted recently, obliging operators to grant the right to keep one's own email address such as @skynet.be or @telenet.be, even when terminating the internet subscription. In the mail that the operator has sent to me, it says "You can continue to use your email address up to eighteen months following the actual termination of your internet subscription. Your free personal web space will remain available up to six months following the date of your notice. The online webmail <http://webmail.skynet.be> does not only allow you to continue to receive and send emails but you can also adapt your personal web space." I wish to keep my internet address. I've had it for more than twenty years. I've used this email address as a user ID for dozens of websites.

Eleven complaints have been lodged, mainly by complainants who were worried that they would no longer have access to their mail(boxes) eighteen months after their notice. Although the new legislation (Article 121/1, § 2, ECA) is very clear in this matter, namely that the end-user may also keep his facilities even after eighteen months, when explicitly requesting it, the operators, and especially Scarlet and Proximus, stated that this legislation was not yet applicable to them as the Royal Decree, regulating the maximum amount of the operator's fee in case of a renewal, had not been adopted yet.

E. OPERATOR SWITCH FOR BUSINESS USERS

Among the 657 end-users reporting an issue with the operator switch in 2022, there were 66 business users.

1. Upon the transfer of mobile phone numbers

When switching from Proximus to Telenet as a business customer, something went wrong. Customers were unable to reach me by telephone during the entire weekend. Almost 98% of our orders are placed by telephone so I've suffered a major loss of revenue (an estimated € 500.00/day on Friday, Saturday and Sunday).

In case the switching process goes wrong, companies operating on telephone order are particularly affected by being unreachable by their customers. They suffer a loss of income for which they want to get a compensation even though the operators' general terms and conditions exclude compensations due to consequential losses.

2. Upon the transfer of fixed telephone numbers

By email and via Scarlet's procedure we've asked to terminate the contract of our offices in Louvain as we've switched to Telenet there. Next, we noticed that our contract in Antwerp had suddenly been cancelled and that the one in Heverlee was still active. We no longer had access to internet nor telephone. Consequently our physio therapists no longer had access to the patient files, patients were unable to reach us and vice versa.

It is no exception that companies have multiple fixed phone numbers at one or more locations. Administrative mistakes can make it impossible for one's own customers or patients (in the case of medical practices) to reach the business complainants and can prevent the affected end-users from calling their own customers/patients for a potential notification. This creates an additional administrative burden on top of the suffering and the nuisance. Solutions to continue working on location are not always proactively offered by operators.



F. CONCLUSION

The Office of the Ombudsman especially wants to give the operators the message that structurally learning lessons from front-line complaints is essential in the context of complaints regarding operator switches. This allows operators to quickly tackle administrative or technical shortcomings or ongoing situations that keep on surfacing.

Furthermore it is of vital importance, whether it regards the switch to another operator with a number, or a fixed product such as TV or internet, that the two operators involved, cooperate and together take the responsibility to properly guide the end-user throughout the switching process and to avoid the latter from being faced with double invoicing. The switch may not constitute a financial impact for the end-user causing the latter to be less inclined to switch again in the future.

The Office of the Ombudsman invites operators to pay back the credits spontaneously to their former customers once they've switched operators, regardless of whether those credits emanate from prepaid cards or whether they result from a final invoice for a subscription. The risk of them overlooking their right in this matter or of them being discouraged and call it a day, is still too high. Moreover, if the customer had a prepaid card, no distinction should be made as to whether the customer keeps his number when switching to another operator or whether he just simply terminates his prepaid agreement. In both cases the Office of the Ombudsman thinks it is only appropriate that possible credits are paid back spontaneously.

In the end, it is important to appropriately inform the telecom users about their rights to a compensation in case of delays in the operator switching procedures and for the operators to pay this compensation at their own initiative. Not asserting his rights mainly affects the most vulnerable telecom users.



10

Unilateral modification of contracts for electronic communications services



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A. INTRODUCTION

The highly competitive nature of the telecommunications and electronic communications market and the constant evolution of this sector justify the particularly changing nature of subscriptions to electronic communications services. Moreover, this intrinsic mutability is legally enshrined in Article 108, § 4, of the Act on electronic communications.

Various aspects of the subscription are therefore subject to change, such as price, internet speed, download volume, connection speed, number of calls/text messages, the addition of a music streaming or pay-TV service, the switch to a new technology, etc.

These modifications are often unilaterally initiated by operators and providers of electronic communications services.

However, the current crisis exacerbates this propensity to change and somewhat modifies the behaviour of end-users, as they would be more likely to modify or remove this or that component of their pack.

However, the current crisis exacerbates this propensity to change and somewhat modifies the behaviour of end-users, as they would be more likely to modify or remove this or that component of their pack.

Indeed, given the context, numerous end-users would be concerned to keep their budgets in balance and legitimately aspire to more predictability. As a result, they are adapting their consumption and, like the operators, are more likely than before to change their subscription on their own initiative. For example, Telenet recently found that in the first three quarters of 2022, certain customers were no longer subscribing to bundles and decided to discard one or the other service.

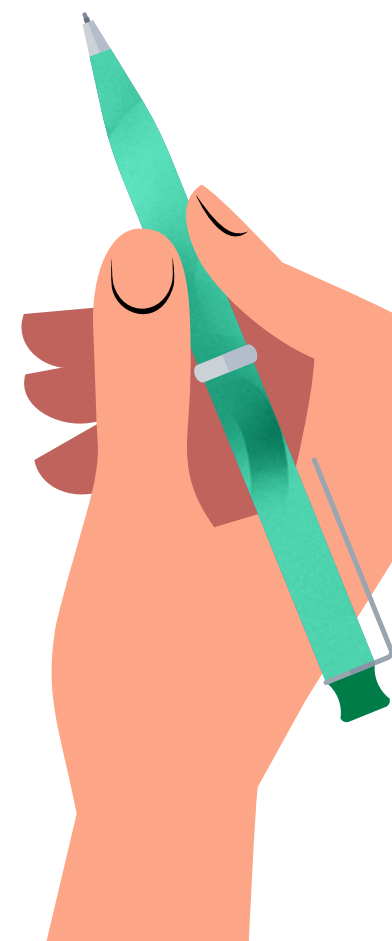
Nevertheless, when it comes to modifications, there is no equal playing field. Both operators and end-users are able to modify any aspect of the contract, but it is clear that this ability is not exercised in the same way. The conclusions of the quantitative survey and the analysis of the regulator (BIPT) concerning the perception of the Belgian electronic communications market by consumers (Communication of the BIPT Council of 8 September 2022) confirm this. Of all consumers whose tariff plan was changed on the initiative of the operator, 1% changed operators, 30% changed tariff plans and 69% kept the adapted tariff plan.

The factors behind this discrepancy are many and varied. As a consequence, the changes undertaken by operators do not always comply with the legal (mainly informative) obligations and are a source of complaints to the Office of the Ombudsman. Moreover, compared to operators, the vast majority of end-users seem reluctant, probably due to a lack of information or a need for stability, to change or terminate their subscription, free of charge, if they disagree with the changes announced by their operator. This reluctance is even more noticeable in the case of bundles. Finally, the handling by operators of requests for modifications made by end-users is also problematic.

In 2022, 93 mediation requests following contractual changes were submitted to the Office of the Ombudsman. These requests concern in descending order: Proximus (43 complaints), Telenet (25), Orange (14), Scarlet (5), Hey! (2), VOO (2), Edpnet (1) en TelSmart (1).

In this chapter, the issue of unilateral modifications of contracts for electronic communications services will be approached from two angles, namely from the per-

spective of operators, on the one hand, and from the perspective of end-users, on the other hand. As usual, this analysis will be conducted on the basis of examples of complaints.



B. ANALYSIS

1. Modification at the initiative of operators or providers of electronic communications services

1.1. Principle

Under Article 108, §4 of the Electronic Communications Act, in the event of changes to the contract concluded with an operator, subscribers have the right to terminate the contract free of charge. In addition, operators are required to give subscribers timely and adequate notice of such changes individually, at least one month in advance, in a clear and comprehensible manner, on a durable medium. At the same time, they must be informed of their right to terminate the contract without penalty no later than three months after the notification.

Following the implementation of the Act of 21 December 2021, Article 108, § 4, refers, indiscriminately and in a general manner, to changes in contractual terms and tariff increases. In its former version, Article 108, § 4, contained two separate subparagraphs dealing with contractual modifications and tariff increases respectively.

In contrast, subscribers' right to terminate their contracts free of charge is more limited. Indeed, this termination option is now only possible if it is demonstrated that:

- the modifications envisaged are not exclusively for the benefit of the end-user;
- the modifications have a negative impact on the end-user;

- the modifications are not directly imposed by or under legislation that leaves operators no choice in implementation;

- this is not an increase linked to the consumer price index provided for in the contract.

Finally, the period within which this termination option may be exercised, without penalty, has been extended from one month to three months from the date of notification of the modification. In return, the end-user has the right to terminate the subscription free of charge.

I have been a Mobistar subscriber for almost 15 years. A few years ago, Mobistar was taken over by Orange and my tariff plan has remained unchanged to this day. I have noticed in my latest invoice, a price increase and a change of mobile plan that I do not understand. My subscription was increased from €15 to €21 with a €5 reduction for the first 6 months, without any e-mail communication from Orange. However, all communication is done by e-mail. My preferential tariff no longer exists. I tried unsuccessfully to contact Orange in writing, to get proof of the plan increase, and I have been redirected to a "user forum". I would like to get more information about my new mobile plan, what has changed from the old one and I would like to have time to think about it and possibly withdraw. None of this was offered to me.

1.2. Lack of prior information, no mention of right to terminate free of charge

Despite the framework and principles, the Office of the Ombudsman regularly receives complaints about contractual changes made by operators. These complaints concern in particular the lack of prior information and indication of the right to terminate the contract free of charge, the failure to comply with the notification procedure and the measures applicable and possible in the event of a violation of the aforementioned Article 108, § 4.

I have been a Telenet customer for many years and my payments have always been made at the beginning of the month. Now, without any notification, payments must be made at the end of the month. After a call, we were promised that this would be adjusted. However, it does not seem to be resolved and, after further telephone contact, they cannot change this. It is not pleasant as a long-time customer not to be informed of such changes. I would like to revert to payments at the beginning of the month as it has been for years.

Since the end of October 2022, the Office of the Ombudsman has received about 20 complaints from Telenet customers about the suddenly shorter time limit to pay their bill, from 20 to 15 days.

The shortening of the payment period constitutes a change in the terms of the contract within the meaning of Article 108, § 4, of the Act on electronic communications.

In principle, there should be no surprises when the operator changes the contractual terms and conditions, as this requires prior information to the subscribers, not only about the change itself but also about their right to terminate the contract without charge. In this case, there is no doubt that Telenet has failed to comply with the obligation to provide information under the aforementioned article 108, § 4.

1.3. Clear and comprehensible information

Scarlet's letter about the changes to my contract was sent to me in French and/or English (although English is not a Belgian national language). On the phone, no one speaks German. They just hung up on me.

I have been an Orange customer for more than 20 years and I would have liked to be told by my operator why they changed my GO LIGHT subscription? The least they could have done is send a letter in advance that they were going to increase my subscription by 10%.

The Act on electronic communications requires that information be provided in a clear and comprehensible manner. This is certainly not the case when the notification of the change is written in a language the subscriber does not understand. In the same manner, this requirement is not met when the notice is similar to an advertising notice, at least as far as the title is concerned.

The choice of words, the layout and the formulation are all important. If it concerns a tariff increase, this should be clearly stated in the title of the document itself. In that respect, notifications under the title "Your offer is evolving" are more like an advertising slogan and do not meet the requirements of Article 108, § 4, subparagraph 2, of the Act on electronic communications. Furthermore, the contractual change should only be enforceable against the subscribers if the notification sent to them genuinely enables them to understand and appreciate the consequences of the change.

1.4. Imposed switch to fibre

Last month, Proximus came to install fibre without any explanation regarding the consequences on the price of calls and without giving us the choice to refuse this installation. Yesterday, I received a €210.95 invoice for the past month. Until now, all my calls went through United Telecom, I paid a monthly fee for calls in Belgium and abroad. This service has stopped, given the installation of the fibre, without my knowledge. I cannot afford to pay such a rate. I contacted Proximus three times yesterday and each time they hung up on me as they had no answer to my questions. I would like to get a reduced bill and rates that are adapted to my means.

This complaint illustrates the need for the operator to inform the subscriber in advance of the technical (deactivation of automatic preselection, incompatibility of the alarm system, etc.) and financial implications of activating a new technology, namely optical fibre. In this case, the consequences were mainly financial, so that the mediation mainly led the operator to offer the subscriber a subscription and options in line with his financial means and consumption profile. The issue of optical fibre deployment is discussed in Chapter 6 of this annual report.



1.5. Tariff increase due to inflation

On 5 May 2022, I sent the following e-mail to Telenet: "You write that the adjustment of my subscription rate is the result of inflation. What is the connection between the price of my subscription and inflation? And why 4,7%?" After two reminders, I still have not received any reply.

Due to the economic situation, operators are facing a significant increase in their wage and energy costs and are adjusting subscription prices to inflation. As a rule, tariff increases resulting from adjustment to inflation and the consumer index are expressly provided for in the general terms and conditions. In fact, in such cases, subscribers do not have the option of cancelling their subscriptions free of charge within three months of being notified of the change. Nevertheless, the operator has a duty to provide clear and comprehensible explanations on this subject and to respond to requests for information.

1.6. What if the operator fails to meet its obligations?

Proximus unilaterally changed my subscription and activated a more expensive subscription. Apparently the previous subscription no longer exists. However, it is still listed on the Proximus website and in the price comparisons. I would like to revert to my old subscription again.

The Act on electronic communications does not provide for any sanction, measure or alternative in the event of non-compliance by the operator with the obligations relating to unilateral modifications. This deficiency allows the parties involved to try to find an amicable solution to the dispute through the Office of the Ombudsman and formulate options tailored to their rights and interests: unenforceability of the modification, reactivation of the initial formula, granting of compensation/reduction for a specified period. The latter option is generally supported by the parties involved.



2. Subscription modification by the complainant

2.1. Principle

Although the Act on electronic communications allows subscribers to modify their contracts, it is clear that they make little use of this possibility. Lack of awareness of their rights probably explains this trend.

2.2. Free of charge activation of the most advantageous tariff formula

Hello, a few months ago I contacted Telenet's customer service to see if they could offer me a better formula than the one I had, namely Wigo at €129. The contact person offers me everything unlimited for only an extra €2, that is, €131 per month. After this change, I was surprised by the first bill of €150. I contacted customer service again for an explanation, the person told me that I had been misinformed, that the old formula no longer existed and that there was nothing they could do.

The possibility for subscribers to change their tariff plan is not the result of a single provision but is in fact the result of a combination of different articles of the above-mentioned law: article 109 (indication by the operator of the most advantageous tariff plan according to the subscriber's consumption profile), article 110 (right of the subscribers to demand that their operator inform them

free of charge, at their request, of more advantageous alternative tariff plans) and article 111/4 (right of the consumer to change his tariff plan with the same operator at least once a year, free of charge and without indemnity).

The above-mentioned articles imply a certain proactivity on the part of subscribers. On the one hand, they are able to obtain or question their operator as to the tariff formula most suited to their consumption profile and, on the other hand, to modify it if necessary.

In addition, it is important that operators ensure that requests for switching tariff plans are handled correctly and promptly.



2.3. Modification of one or more components of the subscription

Since March 2022 I would like to change my telephony and reduce certain services that I no longer need. So far I have not succeeded in doing so. Invoices are becoming increasingly high. Proximus proposes changes that turn out to be inapplicable, changes my personal data (my customer number has been assigned to a company) and takes a month and a half to find the origin of this error. At the end of October, I got a new proposal for a modification! On 24 October, I sent them a registered letter in which I expressed all my frustrations and told them that I would not pay the last bills nor the next ones if the blockage continued. I would like the latest proposed modification to be installed and the invoices already paid and not yet paid to be issued on the basis of the proposed modification with effect from March 2022.

The above-mentioned complaint highlights, once again, the lack of carefulness and professionalism in the processing and follow-up of subscribers' modification requests. In the current economic climate, this kind of practice is unacceptable and is not without financial consequences for subscribers.

2.4. Modification requested as part of a transfer or subscription adjustment

Following the death of my ex-husband in November 2021, a Scarlet customer for a Trio pack and our daughter's mobile phone subscription, with two customer numbers, I asked Scarlet to have both accounts under my name. It has been a complicated journey as I had to contact Scarlet by e-mail and phone many times. The first exchanges date back to 25/11/21.

On 2 May 2022, I asked Proximus to transfer the number to my private account. I specified that the internet subscription should be transferred from customer x to customer y. On 3 May 2022, I received an e-mail from Proximus asking me to fill in a transfer document, which I did on 3 May and I sent the duly completed transfer document. On 4 May 2022, I wrote to proximus.customer.care@proximus.be to see if they had received the document and if everything was in order. On 5 May 2022, I received confirmation from Proximus that everything had been done and that everything was in order. Yesterday, my private internet was slowed down. I called Proximus and they told me that since the company M. has gone bankrupt, the services will be cut off. I did not understand because as far as I was concerned and in view of the e-mail exchanges in my possession, everything was in order. This did not seem to be the case. I hope that the service will be restored as soon as possible because I lost a day's work yesterday and today.

Whether following a decease or a cessation of activities, the subscriber may have to request a modification of customer data (name, customer number, bank references, etc.) from their operator. The follow-up and successful completion of such requests remain highly dependent on the approach and organisation of the operator concerned. In any case, the operator must respond in a timely manner and in the most appropriate way.

C. CONCLUSION

In conclusion, the Office of the Ombudsman would like to make a number of recommendations to both operators and end-users.

With regard to unilateral changes initiated by operators and providers of electronic communications services, the main stumbling block is the information sent to the subscriber. Consequently, this information must be clear and comprehensible so that subscribers can truly understand the scope of the planned changes and make fully informed choices.

On the other hand, operators should periodically and personally inform end-users – and not once a year as is currently the case – about the most advantageous tariff plan according to their consumption profile. Ideally, this communication should take place systematically whenever a change is notified. Such a provision is likely to promote a certain balance between operators and end-users.

As for the changes requested by end-users, they require better monitoring and processing by the operators. They should be professional and diligent in this regard.

As far as end-users are concerned, it is their responsibility to be (pro)active in the event of changes to the contractual terms, to read carefully the letters or e-mails sent by

their operator, to consult the tariff simulator (besttariff.be) on a regular basis and, if necessary, to request a modification of their tariff plan.



Mission

An ombudsman is one of the alternative methods of dispute settlement launched via various European initiatives. It enables a resolution of disputes outside of courts at lower cost and within a shorter timeframe.

The Office of the Ombudsman for Telecommunications is competent for handling disputes between users and providers of electronic communications services. Its purpose is to reach an amicable settlement between the parties in disputes submitted to the Office of the Ombudsman in a reasonable timeframe stipulated by the law.

The Office of the Ombudsman acts as an appeal authority. The complaints are admissible when a complainant has first approached their provider of electronic communications services.

Within the framework of its tasks, the Office of the Ombudsman ensures a completely independent treatment of disputes. Indeed, within the limits of its jurisdiction, the Office of the Ombudsman receives no instructions from any institution and remains completely independent of electronic communication service providers.

It also pays close attention to accessibility by allowing for instance complaints to be submitted via various channels: by post, by e-mail, via online webform but also on site after an appointment has been made. Moreover, complaints may be submitted in English, Dutch, French and German.

Requests are handled confidentially, and the use of the Office of the Ombudsman is completely free of charge for complainants.

The key words are: independent, free, accessible, confidential.

The Ombudsman for Telecommunications carries out its missions under the Act of 21 March 1991 on the reform of some public economic enterprises:

- to investigate all complaints from end-users relating to the activities of the telecommunications operators;
- to mediate in order to facilitate an amicable settlement of disputes between the telecommunications operators and the end-users;
- to issue a recommendation to the telecommunications operator if no settlement can be reached;
- to inform end-users who contact the Office of the Ombudsman orally or in writing as accurately as possible about their interests;
- at the request of the minister responsible for telecommunications, the minister responsible for consumer affairs, the regulator or other intervening parties, issue opinions within the framework of its assignments;
- to examine the request from any person claiming to be the victim of malicious use of an electronic communications network or service for information about the identity and address of the users of electronic communications networks or services who have harassed that person;
- to cooperate with other Offices of the Ombudsman, commissions, instances, foreign Ombudsmen or regulators.

Within the framework of its missions, the Office of the Ombudsman shall publish an annual report of its activities. It allows the disputes treated by the Office of the Ombudsman to be highlighted and potential structural issues to be pointed out. It may also be a means for pro-

viders of electronic communications services to assess their functioning and the provision of their services. As such, the Ombudsman has a signalling function to all stakeholders that can generate structural improvements for all users.

Within the Office of the Ombudsman for Telecommunications team, the staff members handle disputes in an independent, impartial, fair and upright manner. They maintain a constructive collaboration with the sector and strive to keep a result orientation to reach amicable agreements to be reached within the shortest possible timeframe. When handling complaints, the staff members show attention and empathy and develop a relationship of trust with all parties. The Office of the Ombudsman also pays specific attention to vulnerable people.

Thanks to its values, the expertise and motivation of its staff, the Office of the Ombudsman achieves a high rate of amicable settlements. These positive results benefit both the complainants in the handling of their complaints and the entire telecommunications sector, by improving relations between end users and operators.

Rules of procedure

Chapter I:

Definitions

End-user: a user not providing a public electronic communications network or publicly available electronic communications services, as defined in the Electronic Communications Act of 13 June 2005.

Consumer: any natural person who uses or requests a publicly available electronic communications service as defined in the Electronic Communications Act of 13 June 2005 for purposes which are outside his or her trade, craft or profession.

Telecommunications company (hereinafter "undertaking"): any operator; any natural or legal person compiling, selling or distributing a directory; any natural or legal person operating a directory enquiry service; any natural or legal person providing a public electronic communications network or publicly available electronic communications services, as defined in the Electronic Communications Act of 13 June 2005; any natural or legal person providing encryption services to the public; any natural or legal person offering other activities relating to electronic communications within the meaning of the Electronic Communications Act of 13 June 2005.

Qualified body: anybody, either private or created by a public authority, providing out-of-court legal dispute resolution and included in the list that is drawn up by the Federal Public Service Economy, SMEs, Self-Employed and Energy and submitted to the European Commission.

CHAPTER II: Handling of consumer disputes by telecommunication companies

Article 1: Internal complaint handling service

In the event of a dispute, the end-user may submit a complaint directly to the service responsible for handling complaints within the telecommunications company concerned.

Article 2: Term and handling of complaints by undertakings

The company shall respond to complaints without delay and take due care to seek a satisfactory solution.

If a complaint is not resolved within a reasonable period, the undertaking shall provide the end-user, on its own initiative, with the contact details of the Office of the Ombudsman for Telecommunications, and specify that this body is a qualified entity.

This information is to be provided on paper or on another durable data carrier.



CHAPTER III: The Office of the Ombudsman for Telecommunications

Article 3: Nature of the Office of the Ombudsman for Telecommunications

The Office of the Ombudsman for Telecommunications, which was set up within the Belgian Institute for Postal and Telecommunications Services by the Act of 21 March 1991 on the reform of certain public business companies, has powers regarding the relations between the end-user, within the meaning of the legislation in force on electronic communications, and the telecommunications companies. Within the limits of its competence the Office of the Ombudsman for Telecommunications shall not receive any instructions from any authority.

Article 4: The powers of the Office of the Ombudsman for Telecommunications

The Office of the Ombudsman for Telecommunications has the following missions:

- 1° examine all complaints by end-users related to the activities of telecommunications companies;
- 2° mediate in order to facilitate an amicable settlement for disputes between undertakings and end-users;
- 3° make a recommendation to the undertakings if an amicable settlement cannot be reached; a copy of the recommendation shall be sent to the complainant;
- 4° provide end-users who contact it verbally or in writing with the best possible information about their interests;
- 5° issue opinions within the framework of its missions, at the request of the Minister competent for telecommunications, of the Minister competent for consumer affairs or of the Belgian Institute of Postal Services and Telecommunications or of the Consultative Committee on Telecommunications (or of the Ministers competent for broadcasting and Community Regulators (or federation) as regards broadcasting matters falling within the remit of the Office of the Ombudsman for Telecommunications);

6° examine the request from any person who claims to be the victim of a malicious use of an electronic communications network or service for information about the identity and address of the users of the electronic communications networks or services who have harassed this person, provided that this information is available. However, this type of request is not subject to these rules of procedure;

7° cooperate with:

- a) other independent sector-specific dispute committees or independent mediators, among other things by referring complaints that do not fall within the brief of the Office of the Ombudsman for Telecommunications to the authorised dispute committee or mediator;
- b) foreign ombudspersons or bodies functionally equivalent to them who act as an appeal body handling complaints falling within the brief of the Office of the Ombudsman for Telecommunications;
- c) the community regulators (Federation).

Article 5: Procedural principles

The mediation procedure aims to reach an amicable settlement, free of charge and quickly, in the interest of both parties.

The Office of the Ombudsman for Telecommunications is independent and conducts the procedure in a transparent and impartial manner.

The parties and the Office of the Ombudsman for Telecommunications have to ensure that the parties' privacy is guaranteed and that business and company secrets are not divulged to the public as a result of the mediation procedure. The persons within the entity who are in charge of the alternative dispute resolution are sworn to secrecy unless stated otherwise by law. The obligation regards all elements they become aware of during their mission.

CHAPTER IV: Complaint handling by the Office of the Ombudsman for Telecommunications

Article 6: Lodging a complaint with the Office of the Ombudsman for Telecommunications

A request for an out-of-court settlement of a dispute may be submitted to the Office of the Ombudsman for Telecommunications at its offices (after making an appointment), by letter (8, Boulevard du Roi Albert II, box 3 – 1000 Brussels), by fax (02 – 219 86 59), by e-mail (klachten@ombudsmantelecom.be) or by completing the form on the website of the Office of the Ombudsman for Telecommunications (www.ombudsmantelecom.be).

Requests can be submitted in Dutch, French, German or English. The procedure can be carried out in these languages.


Article 7: Legal framework

In the context of its mission, the Office of the Ombudsman relies on all legal provisions applicable to the specific case at issue. Without this list being exhaustive, the Office of the Ombudsman may base its activities on international treaties, European Directives or Regulations, Belgian legislation (Civil Code, Code of Economic Law, Electronic Communications Act of 13 June 2005, the Royal Decree laying down the obligations that apply to the provision of paying services, other sector legislation...) and codes of conduct (e.g. GOF).

Article 8: Completeness of the request

Once the Office of the Ombudsman for Telecommunications has all the documents necessary for the examination of the request's admissibility, it shall inform the parties concerned of the receipt of the complete request and of the date of receipt.

If appropriate, the preliminary request submitted to the internal complaints handling service of the telecommunications company concerned as well as any actions taken in response to it, is attached to the request for alternative dispute resolution sent to the Office of the Ombudsman for Telecommunications.



Failing that, the end-user is invited to complete his/her request, using a durable data carrier within a term of ten calendar days. In the meantime the request shall not be taken up.

Article 9: Inadmissibility of the request for alternative dispute resolution

The Office of the Ombudsman for Telecommunications shall refuse to take up a request for alternative dispute resolution:

- 1° if the complaint in question has not been submitted previously to the undertaking concerned;
- 2° if the complaint in question was submitted to the undertaking concerned more than a year ago;
- 3° if the complaint is concocted, vexatious or defamatory;
- 4° if the complaint is anonymous or the other party is not identified or identifiable;
- 5° if the complaint relates to a dispute which is or already has been the subject of judicial proceedings;
- 6° if the complaint relates to a dispute which does not fall within the brief of the Office of the Ombudsman for Telecommunications;
- 7° if the handling of the dispute would seriously impair the effective operation of the Office of the Ombudsman for Telecommunications.

Article 10: Free of charge

The handling of a request for alternative dispute resolution by the Office of the Ombudsman shall be free of charge for the end-user.

Article 11: Decision to continue or refuse the handling of the request for alternative dispute resolution & information for the parties

If the Office of the Ombudsman for Telecommunications decides to continue to handle the request for mediation, it shall inform the end-user and the undertaking of the following:

1. that the procedure is carried out in compliance with the rules of procedure and that their content can be consulted on the website of the Office of the Ombudsman for Telecommunications and can be communicated on a durable data carrier;
 2. that by participating in the mediation procedure, the parties agree to the rules of procedure of the Office of the Ombudsman for Telecommunications;
 3. that the parties of the mediation procedure may be represented by an attorney or other person;
 4. that it is possible to end the reconciliation procedure on the grounds of Article 21;
 5. that the procedure is free of charge by virtue of Article 10;
 6. that the Office of the Ombudsman for Telecommunications respects the confidential nature of the information provided by the parties, pursuant to Article 17;
 7. that the participation in the procedure does not prevent a legal claim from being lodged following the completion of the procedure with the Office of the Ombudsman for Telecommunications;
 8. that the parties are free to accept or refuse the proposed amicable settlement (except in the case of a recommendation becoming enforceable for the undertaking – see Article 14);
 9. that this solution does not have technical or legal consequences (unless in the case of a recommendation becoming enforceable for the undertaking – see Article 14);
 10. that the mediation procedure may have a different outcome compared to a judicial procedure.
- The information shall be communicated on a durable data carrier.

Article 12: Means for exchanging information

The parties may exchange information with the Office of the Ombudsman for Telecommunications by e-mail, by post or by fax. If the consumer so wishes, he/she may visit the premises of the Office of the Ombudsman for Telecommunications in person (after making an appointment).

The parties shall have a reasonable period to take cognizance of all documents, arguments and facts put forward by the other party. The term is defined in Article 13.

Article 13: Terms

The Office of the Ombudsman for Telecommunications shall notify the parties of the outcome of the dispute resolution procedure on a durable data carrier, within 90 calendar days of receipt of the complete application.

In exceptional circumstances, this term may be extended once, for an equivalent period, provided that the parties are informed of this prior to the expiry of the initial term, and that this extension is justified by the complexity of the dispute.


The parties shall have a period of ten calendar days to express their points of view (unless provided otherwise if a protocol of cooperation has already been signed with an undertaking). The same period will apply for taking cognizance of and responding to all documents, arguments and facts put forward by the other party or any request from the Office of the Ombudsman for Telecommunications (unless provided otherwise if a protocol of cooperation has already been signed with an undertaking).

Article 14: Closure of the case

When the Office of the Ombudsman for Telecommunications has obtained an amicable settlement, it closes the case and sends a confirmation to the parties in writing or on another durable data carrier.

If an amicable settlement cannot be reached, the Office of the Ombudsman for Telecommunications shall inform all parties, in writing or on another durable data carrier and may make a recommendation to the undertaking concerned, with a copy to the requesting party.

The undertaking concerned has twenty working days to justify its decision if it does not comply with the recommendation. After the expiry of the period of 20 working days, the Office of the Ombudsman for Telecommunications sends a reminder to



the undertaking concerned. The latter then disposes of another twenty working days to justify its decision if it does not comply with the recommendation. The reasoned decision shall always be sent to both the complainant and the Office of the Ombudsman for Telecommunications.

In the case of non-compliance with the above-mentioned terms, the undertaking commits itself to implementing the recommendation as regards the specific and personal compensation to the complainant involved.

Article 15: Possible recourse to an expert

If the complexity of the request so requires, the Office of the Ombudsman for Telecommunications may seek the assistance of experts. This possible recourse is free of charge for the parties involved.

Article 16: Prerogatives of the Office of the Ombudsman for Telecommunications

The Office of the Ombudsman may, in the context of a complaint lodged with it, inspect on the spot any books, correspondence, minutes and in general any documents or records of the undertaking or undertakings involved relating directly to the subject matter of the complaint. The Office of the Ombudsman may ask any explanations or information from the directors and personnel of the undertaking or undertakings involved, and carry out any verifications necessary for its inquiries.

Article 17: Confidentiality

Any information that the Office of the Ombudsman for Telecommunications obtains in the context of the handling of a complaint shall be treated as confidential.

It may only be used in the context of the alternative dispute resolution, with the exception of its processing with a view to the annual report.

Article 18: Impartiality

The Office of the Ombudsman consists of two members; they each belong to a different linguistic register. The Office of the Ombudsman for Telecommunications acts as a board in the sense of Art. 43bis of the Act on the reform of certain public business companies. Each member of the Board of Ombudspersons shall notify the other member, without delay, of any circumstances that might affect his or her independence or impartiality or give rise to a conflict of interests with either party involved in the procedure for alternative dispute resolution he or she is in charge of. The other member will then take over the alternative dispute resolution. If that is not possible, the entity shall propose to the parties to submit the dispute to another qualified entity; if it proves to be impossible to submit the dispute to another qualified entity, this will be brought to the attention of the parties, which may oppose the continuation of the procedure by the natural person to whom the circumstances described apply.

In the same manner, members of staff who are involved in procedures for alternative dispute resolution shall inform the Board of Ombudspersons, without delay, of any circumstances that might affect their independence or impartiality or give rise to a conflict of interests with either party in a procedure for alternative dispute resolution they are involved in.

Article 19: Suspension of the limitation period

In the event that the end-user is a consumer, the limitation terms applicable under common law shall be suspended as from the date of receipt of the complete request.

This suspension shall last until the date the Office of the Ombudsman for Telecommunications notifies the parties:

- of the refusal to take up the request;
- or, of the result of the amicable settlement.

Article 20: Suspension of the recovery proceedings

Once the undertaking has been informed of the receipt of the complete request by the Office of the Ombudsman for Telecommunications, it shall suspend any recovery procedure, for a maximum period of four months, or until the Office of the Ombudsman issues a recommendation or until an amicable settlement is reached.

Article 21: Termination of the procedure at any time at the request of the end-user

The end-user has the possibility to withdraw from the procedure at any time. To do so, the end-user shall inform the Office of the Ombudsman for Telecommunications thereof by means of a durable data carrier.

Article 22: Representation

If the parties so wish, they may arrange to be assisted or represented by a third party. They may also seek independent advice at any time.

Budget

To finance the services of the Office of the Ombudsman for Telecommunications, the companies as referred to in Article 43bis, § 1 of the Act of 21 March 1991 on the reform of certain economic public companies shall pay an annual contribution determined on the basis of the financing costs of the Office of the Ombudsman for Telecommunications, known as the 'Ombudsman's contribution'. This contribution is to be paid to the Belgian Institute for Postal Services and Telecommunications, which maintains a separate item in its budget for the operating costs of the Ombudsman's Office.

The King shall determine by a decree deliberated upon in the Council of Ministers, on the advice of the Institute, the human and material resources that the Belgian Institute for Postal Services and Telecommunications must make available to the Office of the Ombudsman for Telecommunications.

Every year the Institute shall determine the amount of the Ombudsman's contribution payable by each company as referred to in Article 43bis of the Act. No later than 30 June every year, the companies as referred to in Article 43bis, § 1 of this Act shall notify the Belgian Institute for Postal Services and Telecommunications of the turnover generated in the previous year from each of the activities that fall within the competence of the Ombudsman's Office.

The amount of the Ombudsman's contribution shall correspond to the amount of the financial resources necessary for the operation of the Ombudsman's Office, as recorded in the budget of the Belgian Institute for Postal Services and Telecommunications for the current year, after advice from the Inspectorate of Finance and of the Advisory Committee on Telecommunications, multiplied

by a coefficient equal to the company's share of the turnover generated by all companies concerned during the previous year from the activities falling within the competence of the Ombudsman's Office.

The first €1,240,000 of each company's turnover shall be disregarded when calculating the Ombudsman's contribution. The Ombudsman's contribution must be paid by 30 September of the year for which it is due. Contributions that have not been paid by the set due date are subject to interest at the statutory rate, increased by 2% by operation of law, without notice of default. This interest shall be calculated pro rata on the basis of the number of calendar days by which payment is overdue. The Institute shall notify the companies as referred to in Article 43bis of the Act of the amount of the contribution payable no later than one month before the due date.

The ombudsmen shall submit the draft budget of the Office of the Ombudsman for Telecommunications to the Advisory Committee on Telecommunications every year. The budget of the Office of the Ombudsman for Telecommunications shall constitute a separate part of the budget of the Belgian Institute for Postal Services and Telecommunications.

Note: The difference between income and expenditure can be explained by the surplus carried forward from the previous year. The Office of the Ombudsman for Telecommunications has no legal personality. It is an independent service set up at the Belgian Institute for Postal Services and Telecommunications, with enterprise number 0243.405.860. It has its registered office 35, Boulevard du Roi Albert II, 1030 Schaerbeek..



INCOME

Recovery and sector contributions	2.178.234 €
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EXPENDITURE

PERSONNEL COSTS

Salaries	1.128.010 €
Allowances	338.505 €
Pension contributions	701.090 €
Contributions for personnel	90.955 €

OPERATING RESOURCES

Maintenance work	3.000 €
Vehicle maintenance	10.000 €
Insurance	8.000 €
Information technology	45.000 €
Work by third parties	185.500 €
Training	10.000 €
Assignments abroad	8.000 €
Telephony – postage – transport	60.000 €
Rental and maintenance	10.000 €
Taxes	10.000 €
Overall organisations	1.000 €
Contribution to the Consumer Mediation Service	127.000 €

INVESTMENT EXPENDITURE

Purchase of vehicles	60.000 €
Office equipment	30.000 €
IT equipment	135.000 €
Technical equipment	0 €

TOTAL

2.961.060 €

www.ombudsman.be

The **ombudsman.be** network and portal are available to all internet users seeking an ombudsman to guide them in the best possible way according to the problem to be solved.

In the event of a complaint, the ombudsman mediates with users of the institution that appointed him and formulates recommendations to this institution. The word «ombudsman» comes from Sweden and literally means «he who stands up for another».

All ombudsmen commit to the following four basic principles:

- *an appeal body serving the public;*
- *an independent organisation;*
- *having adequate means of investigation and assessment*
- *publication of a periodic activity report accessible to all.*

In principle, an ombudsman will only handle a complaint if the person has first taken steps to obtain satisfaction from the institution concerned. After hearing the complainant's version, the ombudsman will listen to the version of the facts given by the service against which the person wishes to complain.

The ombudsman always acts as an impartial outsider between the complainant and the service concerned.

The ombudsmen/mediators have actual investigative powers and can, for example, request and consult the dossier, obtain any useful information, etc. They are bound by professional secrecy.

Their task is not only to denounce malfunctions and incorrect procedures, but also to formulate proposals and recommendations with a preventive and improvement approach.



The Consumer Mediation Service

Consumers and businesses wishing to resolve a dispute quickly, cheaply and in an accessible way can turn to 15 qualified alternative dispute resolution bodies, including 10 ombudsmen. Each body acts as an independent and impartial intermediary in its sector.

The vast majority of consumers and businesses directly turn to the relevant mediation service for their disputes. Residual disputes, which do not fall within the competence of a specific body, are handled by the Consumer Mediation Service. This is the ultimate point of reference for the out-of-court settlement of consumer disputes in Belgium.

The Consumer Mediation Service (CMS) aims to act as a one-stop shop for alternative dispute resolution (ADR) for consumers and businesses. Any request for out-of-court settlement of a consumer dispute is received by the CMS. After a thorough analysis, the request is forwarded to the relevant qualified body, such as the Office of the Ombudsman for Telecommunications. Finally, the CMS handles all consumer disputes received that could not be transferred to another qualified body. These are residual disputes.

Together, the ombudsmen of the regulated sectors (financial services, energy sector, telecommunications, postal services, rail passengers) and the Consumer Mediation Service make a big difference. In 2022, a total of 76,202

complaints were filed. 30,966 admissible cases were investigated and 23,269 resulted in a positive outcome. The average duration of a procedure with a mediation service is 53 days.

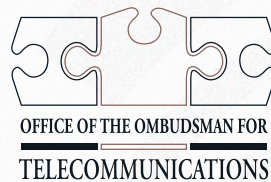
FAST • FREE • ACCESSIBLE

In order to give the ombudsman's work a broader basis and make it better known to the general public, the ombudsmen in the regulated sectors have published a memorandum with six points of attention:

- Each qualified body must cover the whole sector for which it is competent;
- The Consumer Mediation Service acts as a one-stop shop;
- The ombudsman's recommendations should act as a sounding board;
- The alternative dispute resolution procedure needs to be better known to the general public;
- The procedure for designating and appointing ombudsmen must respect the deadlines imposed;
- A constructive debate is needed to ensure an effective interface between justice and the economy;



The ombudsmen will continue their efforts to promote and optimise the alternative dispute resolution landscape.



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