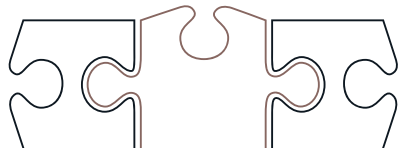
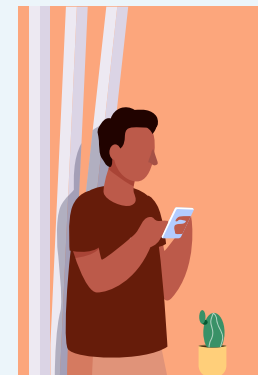
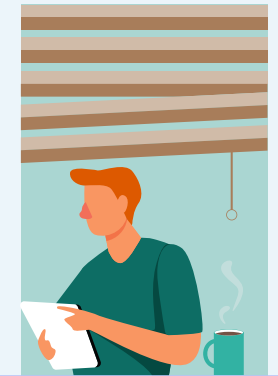
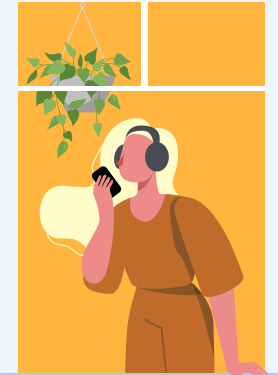
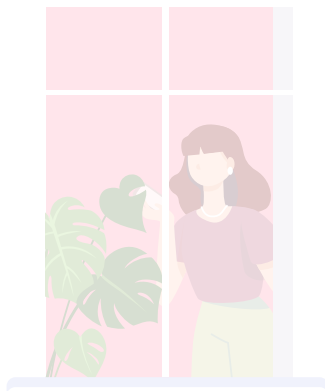


ANNUAL REPORT 2023



OFFICE OF THE OMBUDSMAN FOR
TELECOMMUNICATIONS





CONTENT

Foreword

4

2023 at a
glance

6

1. Statistics for 2023
and top 5 operators

8

2. Telenet : excep-
tional increase
in complaints

30

3. Termination of
contracts for electronic
communication services

44

4. Customer service of
telecom operators

54

5. Disruptions and temporary
unavailability of electronic
communication services

64

Mission

74

Rules of
procedure

76

Budget

81

www.ombudsman.be

82

The Consumer
Mediation Service

83

FOREWORD

In 2023, the Telecommunications Mediation Service recorded a substantial increase in disputes after a 5-year decline in the number of complaints submitted.

17,413 written requests for intervention were received by the Mediation Service, representing an increase of 65% compared to 2022, returning to volumes last seen in 2015. This increase can be seen both for mediation complaints (from 8,605 in 2022 to 15,168) and for requests related to malicious calls and electronic communications (from 1,969 in 2022 to 2,245).

The first chapter presents the general statistics, outlining in particular the figures for the year and highlights the increase in the number of complaints recorded from many operators of electronic communications services.

In this first chapter, we also cover the five providers that recorded the largest number of complaints in 2023. One notable change is that for the first time in the just over 30-year existence of the Mediation Service, Proximus has ceded first place to Telenet Group following a sharp increase in complaints from the latter. Orange, VOO and Unleashed come next in descending order. This ranking is illustrated with significant issues that occurred in 2023.

In view of the upward trend in complaints about Telenet Group in 2023, Chapter 2 focuses on analysing this increase and on the typology of complaints lodged with the provider.





Different themes highlighted

In Chapter 3, the Mediation Service looks at the issue of terminating electronic communications service contracts. Nearly 12 years after the introduction of the Law of 10 July 2012, which introduced limits on termination fees, complaints relating to or resulting from the termination of these contracts continue to be referred to the Mediation Service on a regular basis.

2023 was also marked by an increase in disputes concerning the customer service of the various providers. Chapter 4 examines this topic from the perspective of the accessibility of these services and the ability of the front line to provide solutions to end user problems. Chapter 5 deals with issues relating to failures, outages and unavailability of electronic communications services. In 2023, the Mediation Service recorded more than double the number of complaints in this category. We will examine this topic in terms of both providers and end users.

The missions of the Telecommunications Mediation Service, the Rules of Procedure and the budget are presented at the end of this report.

Finally, we conclude this introduction with a word of thanks for all employees of the Mediation Service who, against a backdrop of increasing complaints, were able to resolve a large number of cases submitted by users. We would also like to thank the managers of the providers in the Belgian telecommunications market and their teams who, at all levels, facilitate positive collaboration in the mediation process.

Note that the full annual report is also available on our website www.ombudsmantelecom.be.
Brussels, 21 March 2024.

A blue ink signature of Luc Tuerlinckx.

Luc Tuerlinckx, Ombudsman

A blue ink signature of David Wiame.

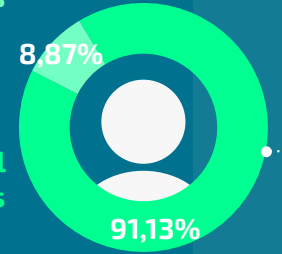
David Wiame, Médiateur

2023 AT A GLANCE



COMPLAINANT PROFILE

Professional users

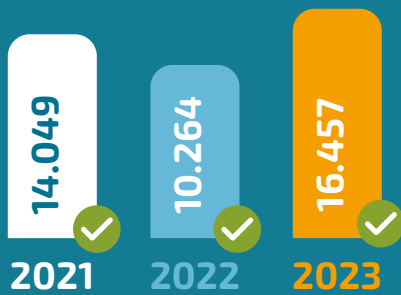


Non-professional users



AVERAGE PROCESSING TIME IN MEDIATION

NUMBER OF REGISTERED COMPLAINTS PER PROCEDURE

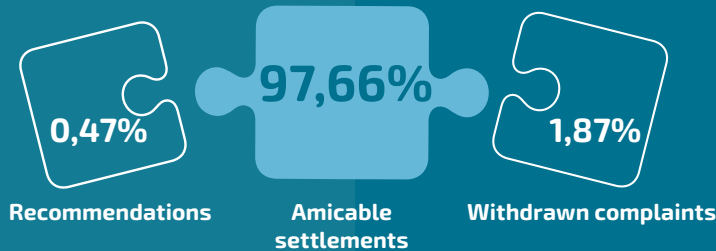


NUMBER OF COMPLAINTS HANDLED

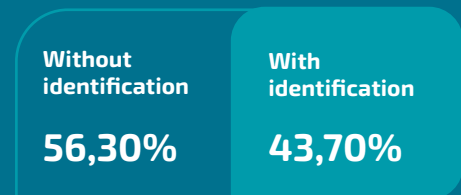
NUMBER OF REQUESTS FOR INFORMATION



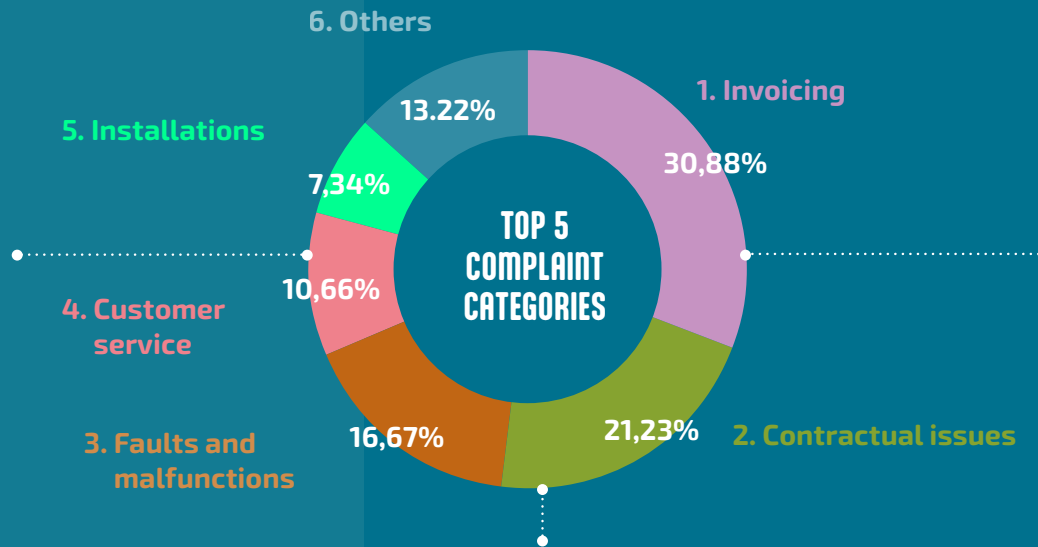
MEDIATION RESULTS



RESULTS ON MALICIOUS CALLS / ELECTRONIC COMMUNICATIONS



2,208 complaints handled



TOP 5 OPERATORS



ADMISSIBILITY

Admissible



89,87%

Non-admissible



10,13%

1. STATISTICS FOR 2023

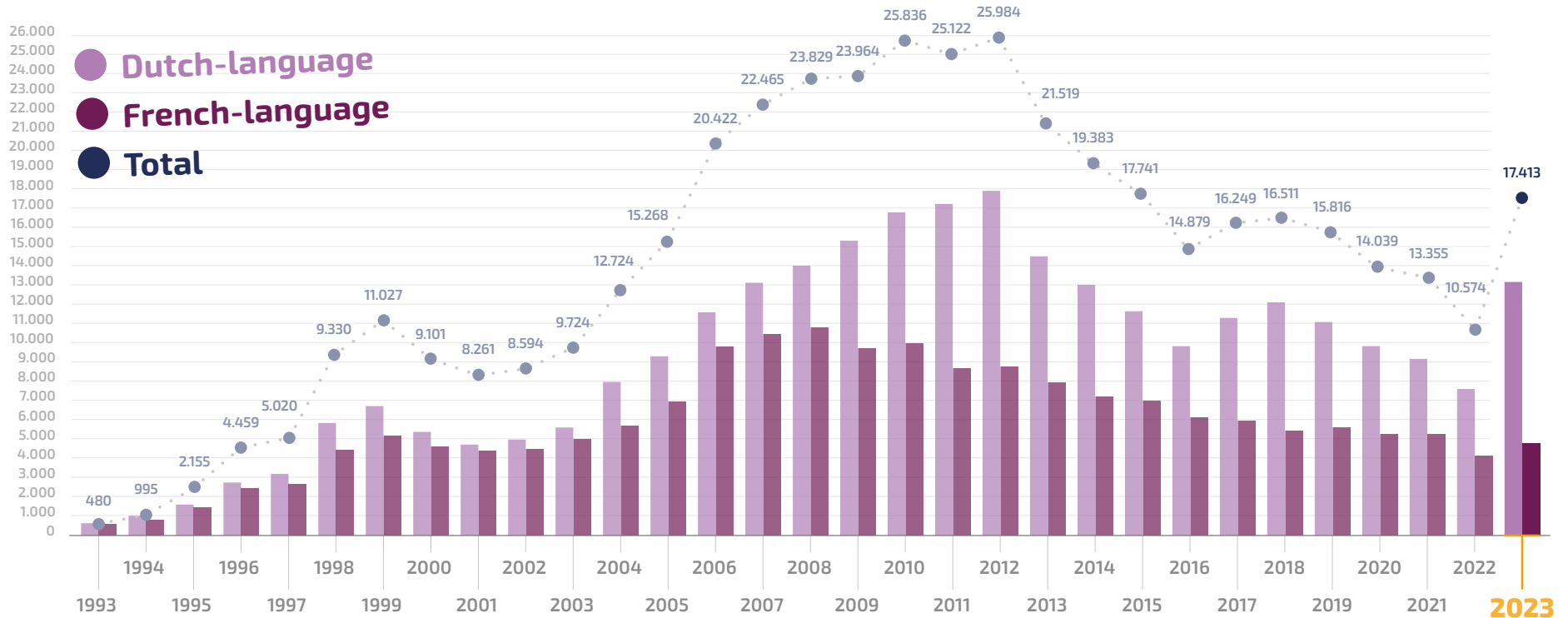
A. Overview of complaints between 1993 and 2023	9
B. Methods of submission	10
C. Telephone enquiries	11
D. Complaint procedures	12
E. Evolution by operator of registered complaints	14
F. Mediation complaints	15
G. Malicious electronic communications	20
H. The main end-user issues by provider (Top 5)	22



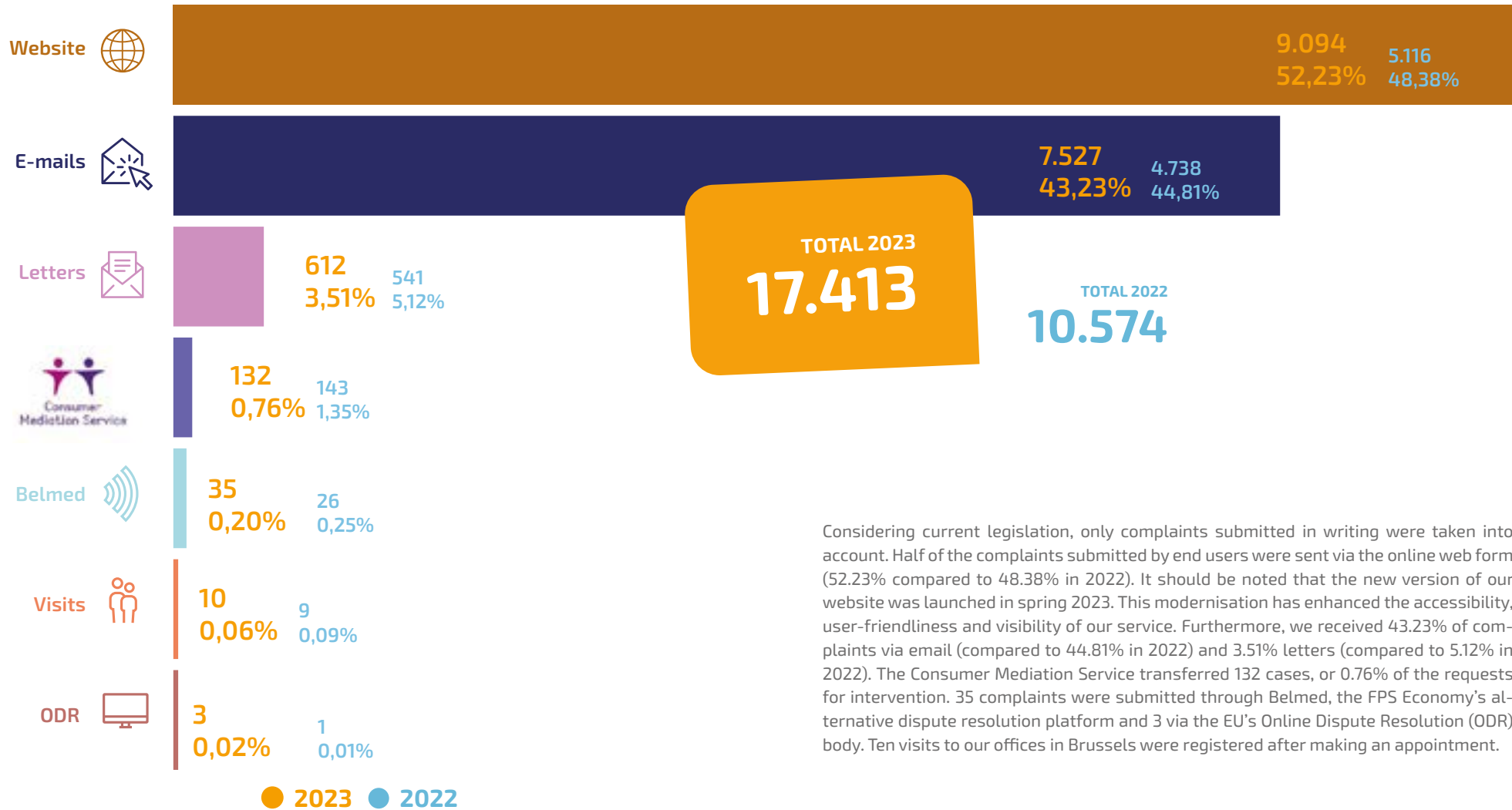
A. OVERVIEW OF COMPLAINTS BETWEEN 1993 AND 2023

This table shows the evolution of the number of complaints submitted to the Mediation Service. With the number of complaints rising to 17,413, 2023 saw an increase of 65% compared to 2022 and reached levels not seen for nearly 8 years. This sharp increase was more pronounced in the case of Dutch-language complaints (from 7,074 to 13,130 in 2023, an increase of 86%) and was largely due to complaints relating to Telenet Group. Chapter 2 of this report goes into more detail on this issue.

+65%
compared to 2022

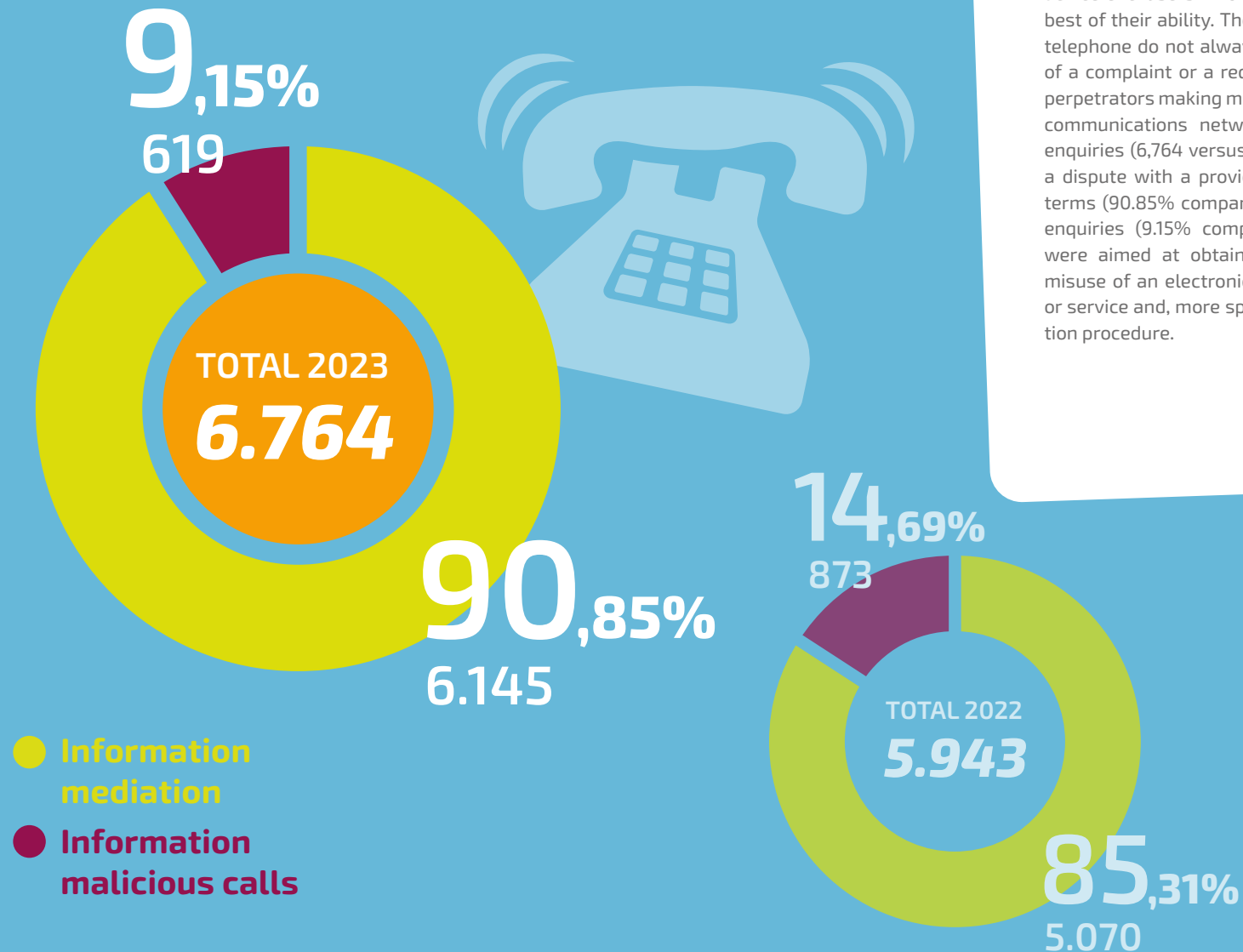


B. METHODS OF SUBMISSION



Considering current legislation, only complaints submitted in writing were taken into account. Half of the complaints submitted by end users were sent via the online web form (52.23% compared to 48.38% in 2022). It should be noted that the new version of our website was launched in spring 2023. This modernisation has enhanced the accessibility, user-friendliness and visibility of our service. Furthermore, we received 43.23% of complaints via email (compared to 44.81% in 2022) and 3.51% letters (compared to 5.12% in 2022). The Consumer Mediation Service transferred 132 cases, or 0.76% of the requests for intervention. 35 complaints were submitted through Belmed, the FPS Economy's alternative dispute resolution platform and 3 via the EU's Online Dispute Resolution (ODR) body. Ten visits to our offices in Brussels were registered after making an appointment.

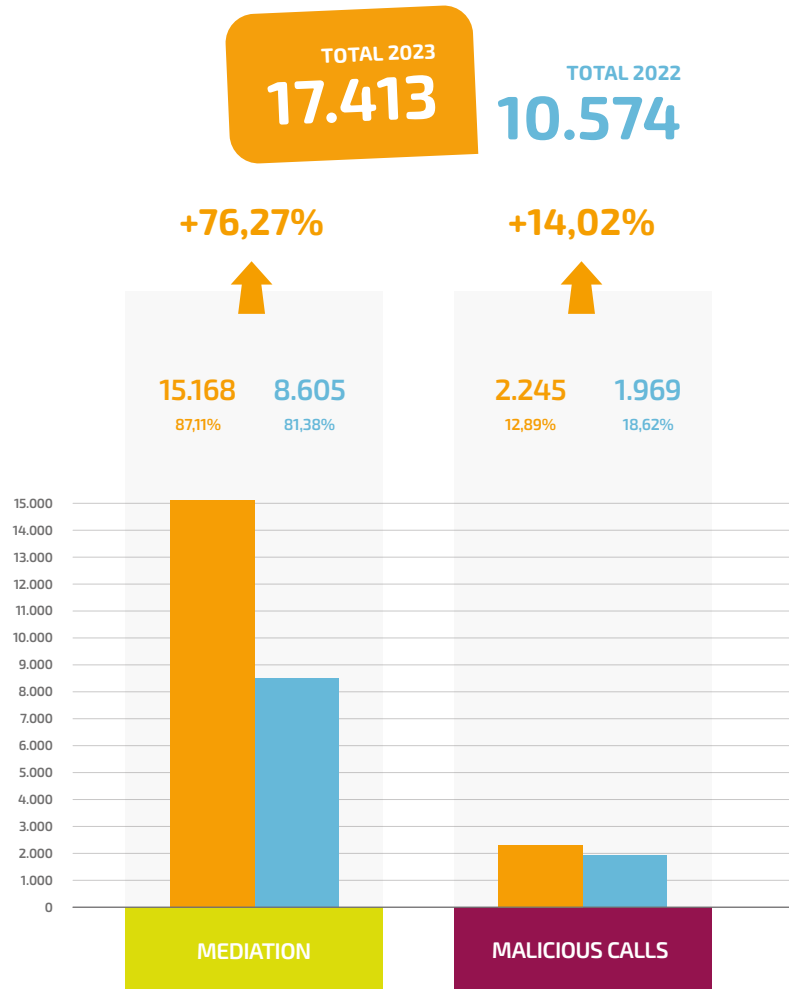
C. TELEPHONE ENQUIRIES



D. COMPLAINT PROCEDURES

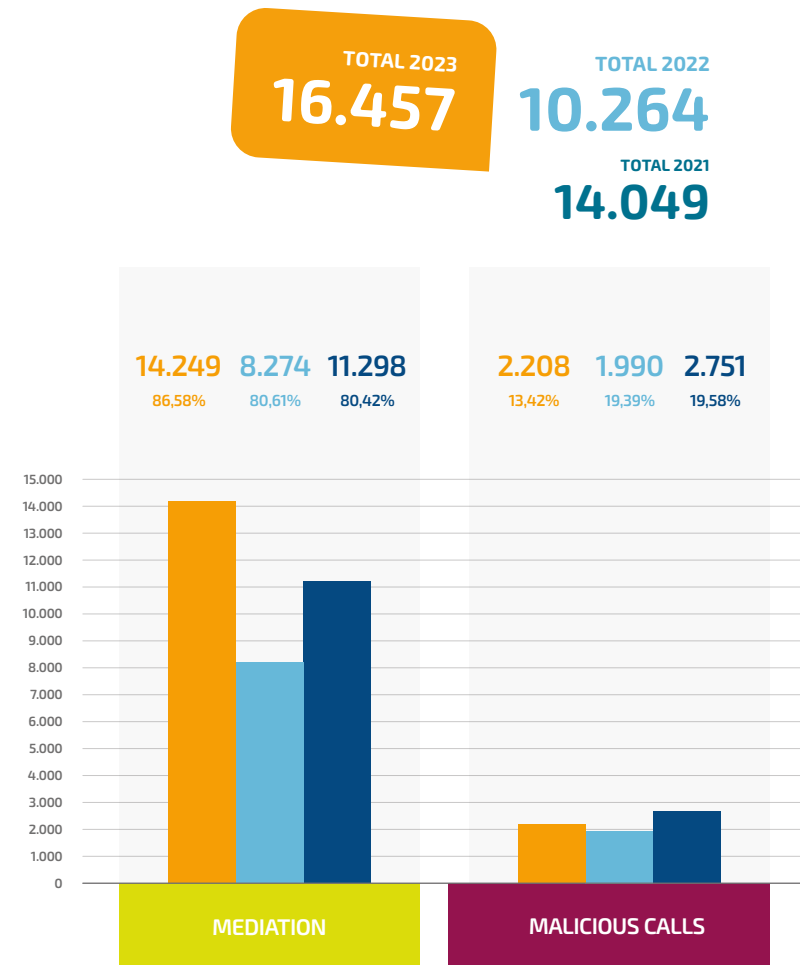
1. Registered complaints by procedure

In 2023, we recorded 17,413 complaints, including 15,168 requests for mediation and 2,245 linked to the identification procedure for malicious use of an electronic communication network or service.



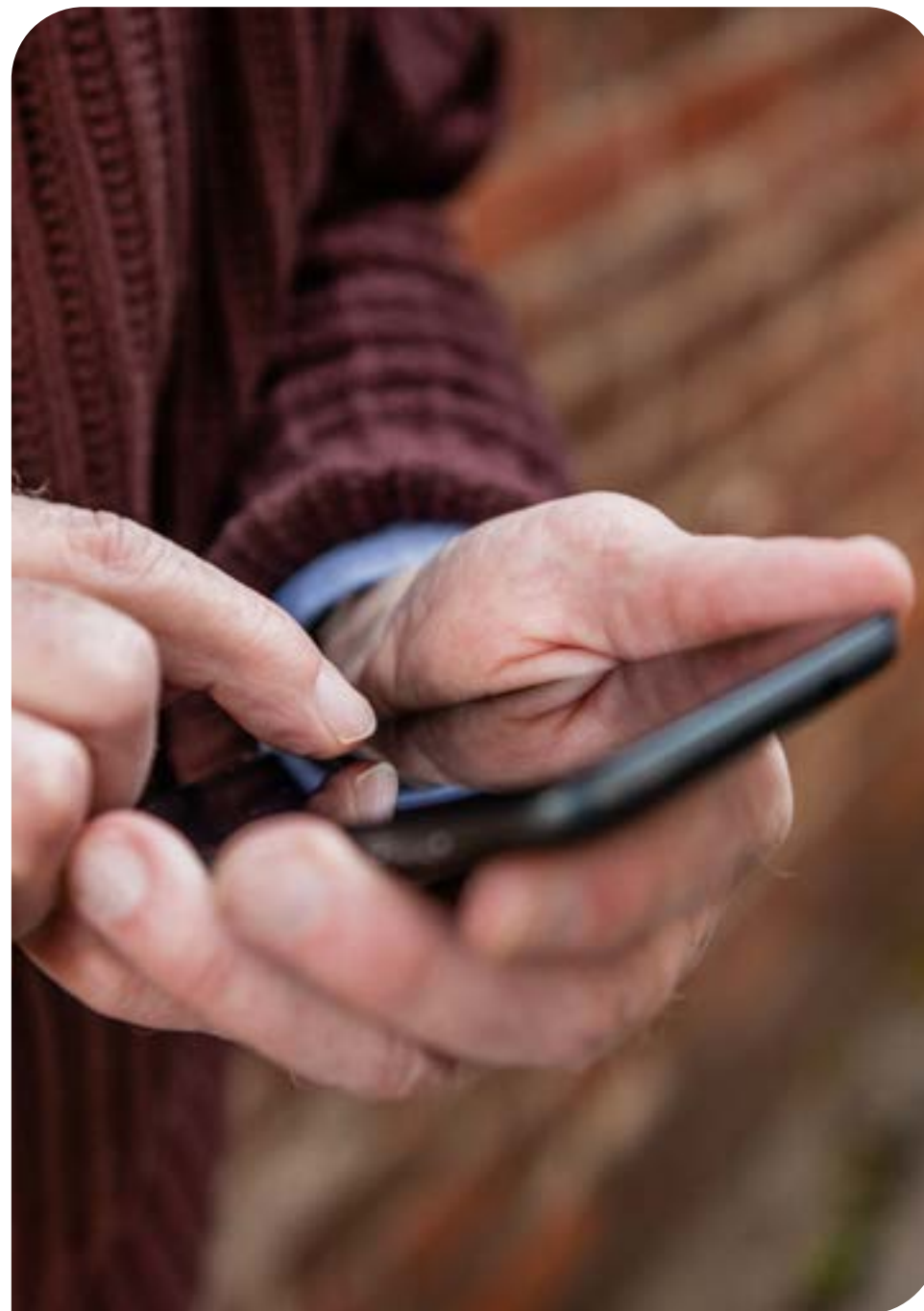
2. Complaints handled over the last three years by procedure

We refer to the evolution of the number of complaints handled per procedure. During 2023, the Mediation Service examined, handled and closed 16,457 complaints.

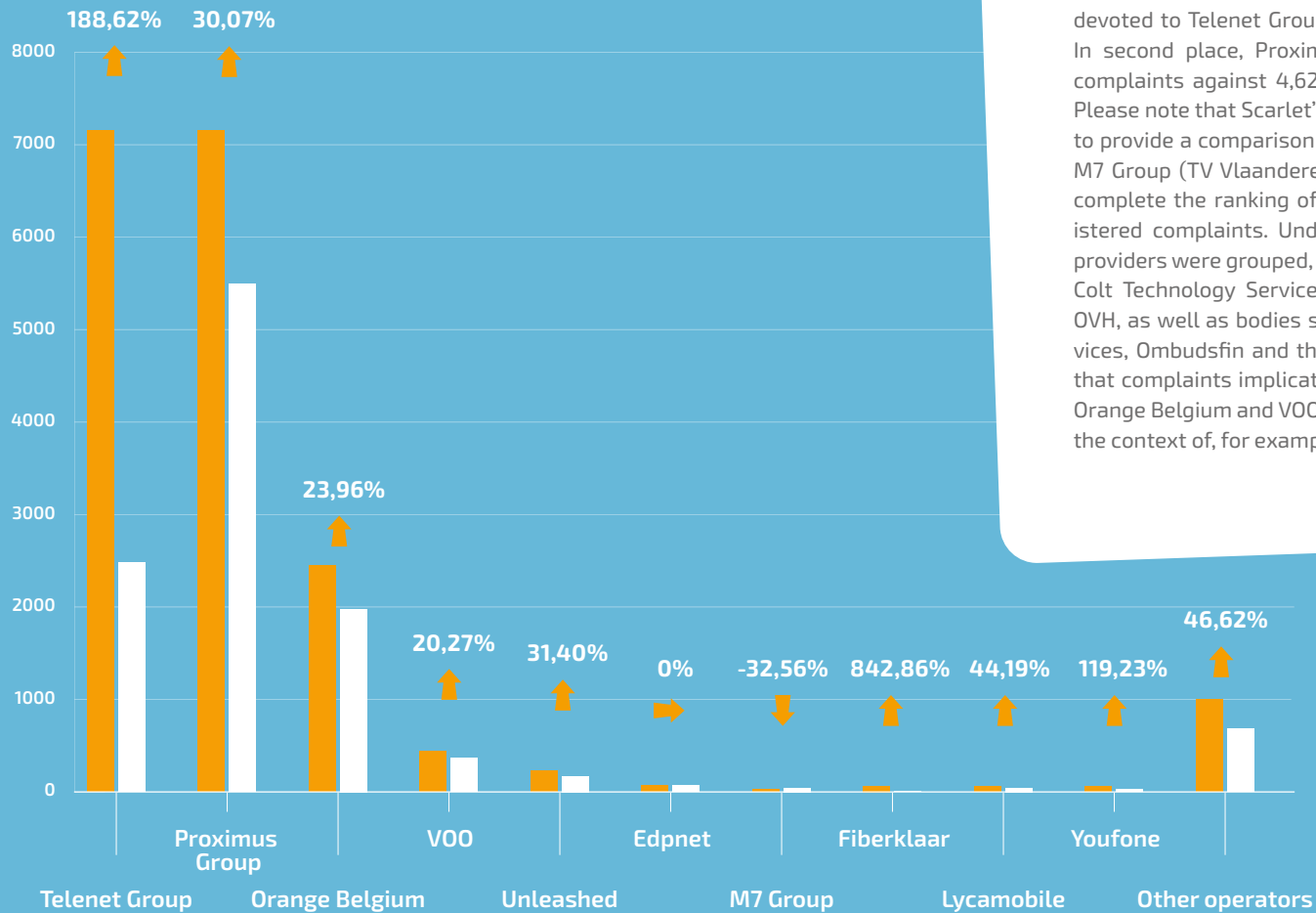


3. Average handling time by procedure

In 2023, a mediation case was closed, on average, in 34 calendar days for all end-users combined (up from 28 in 2022). A mediation case concerning a non-business end-user was closed, on average, in 33 calendar days (28 in 2022). An investigation aimed at identifying the suspected perpetrator(s) of malicious use of an electronic communications network or service was handled, on average, in 12 calendar days (compared to 10 days in 2022).



E. EVOLUTION BY OPERATOR OF REGISTERED COMPLAINTS

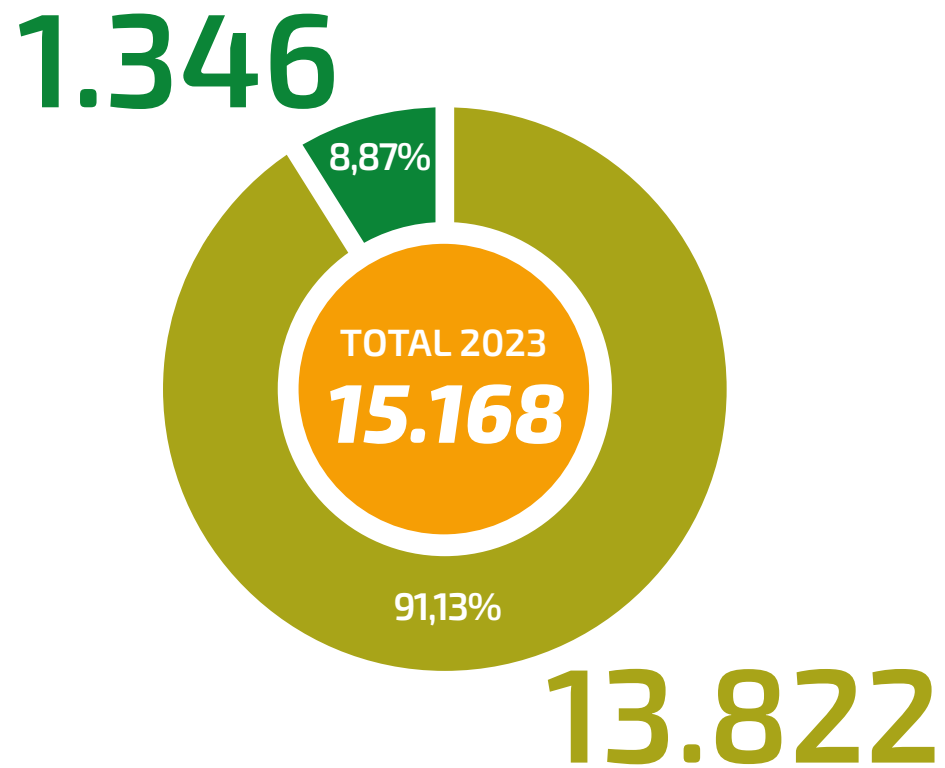


This year, there was a new ranking for the top five providers: Telenet Group heads the list, followed by Proximus Group, Orange Belgium, VOO and Unleashed (best known to the public under the Mobile Viking and Jim Mobile brands). These five providers each experienced an increase of more than 20% in the volume of complaints recorded. Chapter 2 of this report is entirely devoted to Telenet Group, which experienced a strong increase (+188.62%). In second place, Proximus Group includes the providers Proximus (7,150 complaints against 4,620 in 2022) and Scarlet (1041 against 877 in 2022). Please note that Scarlet's complaints are included in Proximus Group in 2022 to provide a comparison with 2023. Edpnet was in sixth place in the ranking. M7 Group (TV Vlaanderen and Télésat), Fiberklaar, Lycamobile and Youfone complete the ranking of the ten most important providers in terms of registered complaints. Under 'other providers and bodies', more than twenty providers were grouped, including Fluvius, One Partner, Meta, 2BE Connected, Colt Technology Services, Intertel, Tchamba Telecom, United Telecom and OVH, as well as bodies such as the energy and postal sector mediation services, Ombudsfm and the BIPT, which can provide complaints. It is possible that complaints implicate several providers. Telenet Group, Proximus Group, Orange Belgium and VOO are often involved together with another provider in the context of, for example, a switching provider procedure.

F. MEDIATION COMPLAINTS

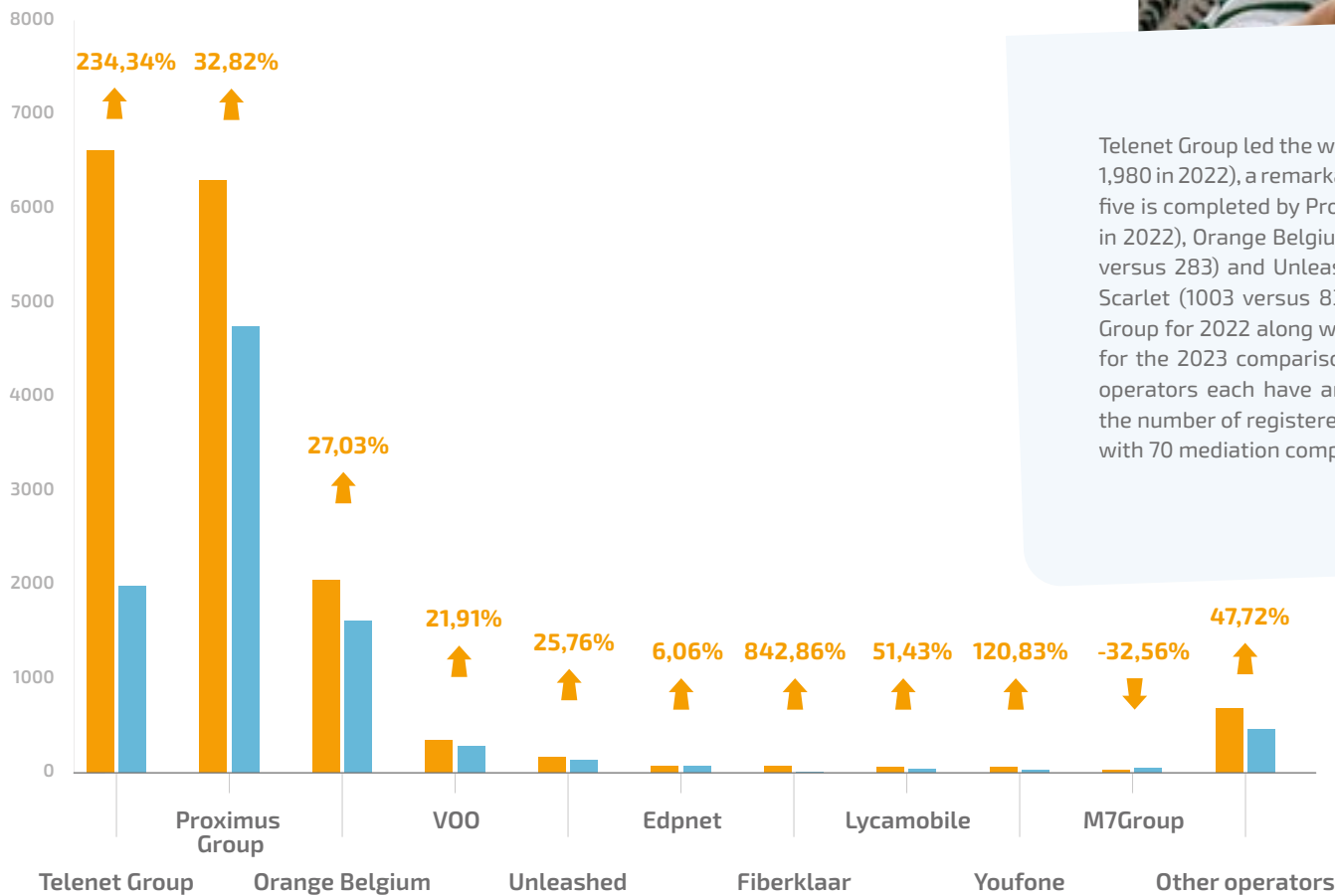
1. Complainant profile

The Mediation Service is a service offered to any consumer and professional user of telecommunications. The Mediation Service handled 13,822 mediation complaints for consumers ('Business to Consumer') in 2023 (91.13% compared to 90.32% in 2022), or non-professional users.



- Non-professional users
- Professional users

2. Evolution by operator of registered mediation complaints



Telenet Group led the way with 6,620 complaints (versus 1,980 in 2022), a remarkable increase of 234.34%. The top five is completed by Proximus Group (6,301 versus 4,744 in 2022), Orange Belgium (2,049 versus 1,613), VOO (345 versus 283) and Unleashed (166 versus 132). Note that Scarlet (1003 versus 835) is also included in Proximus Group for 2022 along with Proximus (5298 versus 3909) for the 2023 comparison. As shown in point E, the five operators each have an increase of more than 20% in the number of registered complaints. Edpnet ranks sixth with 70 mediation complaints filed (up from 66 in 2022).

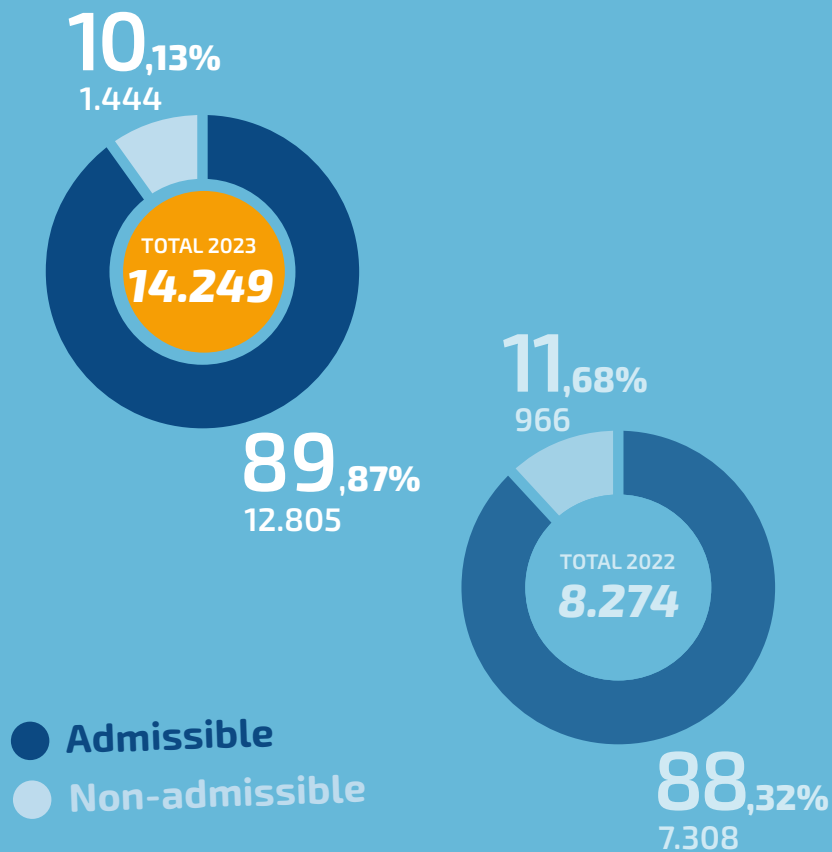
3. Mediation complaints by category

Complaints about 'billing' clearly continue to dominate (30.88% compared to 34.20% in 2022). This includes, among other things, billing for packs and mobile internet, credit notes, mobile phone subscriptions, application of promotions, customer details on invoices and reminder fees. As in 2022, the 'contractual issues' (21.23% versus 22.30%) and 'disruptions' (16.67% versus 12.61% in 2022) complete the top three. The 'contractual issues' category includes termination issues (see Chapter 3 of this report), price changes, damage claims, purchase and delivery of equipment, as well as sales practices. The issue of disruptions and temporary unavailability of electronic communications services is addressed in Chapter 5. Complaints relating to the customer service of providers come fourth in the ranking (10.66% versus 8.85%) and are examined in detail in Chapter 4. Complaints about connections come fifth (7.34% versus 6.28% in 2022). The 'switching operator' category (which, as a reminder, groups disputes about the Easy Switch procedure and number portability) takes sixth place (4.25% versus 4.90%). Note that complaints can include several categories. Finally, the percentages for purely private complainants are largely similar.

	2023		2022	
Invoicing	7.382	30,88%	4.569	34,20%
Contractual issues	5.076	21,23%	2.979	22,30%
Faults and malfunctions	3.985	16,67%	1.685	12,61%
Customer service	2.548	10,66%	1.182	8,85%
Installations	1.755	7,34%	839	6,28%
Operators change	1.015	4,25%	654	4,90%
Follow-up complaints	436	1,82%	229	1,71%
Damage caused by infrastructure work	385	1,61%	168	1,26%
Privacy	351	1,47%	336	2,52%
Issues of principle	321	1,34%	197	1,47%
Security	259	1,08%	234	1,75%
Miscellaneous	204	0,85%	130	0,97%
Prepays cards	176	0,74%	151	1,13%
Telephone guide	13	0,05%	6	0,05%

4. Admissibility of handled mediation complaints

The mediation disputes deemed to be admissible were stable in terms of percentages: 89.87% versus 88.32% in 2022. The percentage of mediation cases declared admissible involving non-business complainants ("Business to Consumer") evolves as follows: 88.26% in 2022 and 89.77% in 2023.



5. Grounds of inadmissibility

In just under half (48.75%) of the inadmissible mediation cases, the Mediation Service considered the complaint inadmissible due to the lack of prior contact with the provider concerned (compared to 51.04% in 2022). As an appeal body, the Mediation Service may only intervene if the complainant has already attempted to resolve the dispute with the provider concerned. 27.77% of inadmissible complaints in 2023 were considered incomplete (compared to 24.02% in 2022), despite our attempts to get end-users to complete their submissions. After all, the Mediation Service must have a minimum amount of information in order to be able to deal with a dispute. In 16.34% of inadmissible cases (up from 16.25% in 2022), the Mediation Service refused to deal with them because the issue raised, concerned a sector other than telecommunications. 2.35% of the complaints declared inadmissible were incomprehensible (compared to 2.17% in 2022) due to the absence of any response following our requests for clarification. 2.15% of inadmissible disputes were the subject of legal proceedings (2.59% in 2022). In 2023, 1.18% of complaints to the service declared inadmissible concerned a private dispute or a dispute between third parties (compared to 1.35% in 2022). 0.69% concerned facts brought before the provider more than a year ago (compared to 2.07% in 2022).

First-line complaint	704	48,75%	493	51,04%
Incomplete data	401	27,77%	232	24,02%
Other sector	236	16,34%	157	16,25%
Incomprehensible	34	2,36%	21	2,17%
Judicial proceedings	31	2,15%	25	2,59%
Private disputes	17	1,18%	13	1,35%
Facts over one year old	10	0,69%	20	2,07%
Vexatious complaint	7	0,48%	2	0,21%
Foreign operator	4	0,28%	3	0,31%
Total	1,444	100%	966	100%

6. Results for the complainants

A large majority of the handled cases resulted in an amicable settlement (97.66% versus 96.91% in 2022). The number of recommendations formulated, decreased both numerically (61 versus 87 in 2022) and percentage-wise (0.48% versus 1.19% in 2022). It should be noted that the number of withdrawn complaints increased (239 versus 139 in 2022).

Amicable settlements	12.505	97,66%	7.082	96,91%
Recommendations	61	0,47%	87	1,19%
Withdrawn complaints	239	1,87%	139	1,90%
Total	12.805	100%	7.308	100%



● 2023 ● 2022

7. Recommendations

The Mediation Service sends a recommendation (61 in 2023 versus 87 in 2022) to providers in the event that an amicable agreement could not be reached. A copy of the recommendation is sent to the complainant. Within twenty working days from the date of notification of the recommendation by the Mediation Service, the provider is required to inform the complainant and the Mediation Service of its decision and its justification for the decision. After expiry of this period, in the event of non-compliance with the aforementioned provision, the Mediation Service sends a reminder to the provider. The provider has another period of twenty working days to justify its decision in the event that it does not follow the recommendation. The motivated decision is sent to the complainant and the Mediation Service. In the event of non-compliance (see Article 43bis §5, paragraphs 2 and 3 of the Law of 21 March 1991 on the reform of some economic public companies), the provider is obliged to implement the recommendation (4 in 2023 versus 8 in 2022). Specifically, the recommendations favourable to the complainants but not followed by the operators decrease in percentage terms (32.79% versus 37.93% in 2022), in contrast to the recommendations favourable to the complainants and followed by the operators (19.67% versus 11.49% in 2022). As of 31 December 2023, there were 9 pending recommendations, i.e. without any justified action from the provider but for which the deadline of two times 20 days had not yet been reached.

Recommendations favorable to the complainant not followed	20	32,79%	33	37,93%
Recommendations favorable to the complainant followed	12	19,67%	10	11,49%
Recommendations consistent with the operator	9	14,75%	15	17,24%
Pending recommendations	9	14,75%	17	19,54%
Favourable recommendations for the complainant partially followed by the operator	7	11,48%	4	4,60%
Recommendations without answer by the operator: mandatory enforceable	4	6,56%	8	9,20%
Total	61	100%	87	100%

G. MALICIOUS ELECTRONIC COMMUNICATIONS

1. Contextual breakdown of registered complaints

Pursuant to Article 43bis, § 3, 7° of the Law of 21 March 1991, the Mediation Service deals with the requests of any person claiming to be the victim of any malicious use of an electronic communications network or service (calls and messages) with a purpose to identifying the name and address of the persons who have harassed them.

The number of files related to this assignment increased by 2245 requests compared to 1969 in 2022. This section describes the different contexts (private conflict, phishing, call centres, robocalls) that prompt victims to file complaints.

Private conflict	879	39,15%	757	38,45%
Phishing without damage	188	8,37%	205	10,41%
National callcentre	131	5,84%	193	9,80%
Phishing with damage	64	2,85%	30	1,52%
Foreign callcentre	59	2,63%	67	3,40%
Robocalls	26	1,16%	34	1,73%
Unknown context	898	40%	683	34,69%
Total	2.245	100%	1.969	100%

2. Results

There is a percentage decrease in the number of complaints where an identification could be provided (43.70% compared to 49.35% in 2022). 56.30% of investigations into a malicious use of an electronic communications network or service (compared to 50.65% in 2022) were closed without identification of the suspected perpetrator(s).

Without identification	1243	56,30%	1.008	50,65%
With identification	965	43,70%	982	49,35%
Total	2.208	100%	1.990	100%

● 2023 ● 2022



H. THE MAIN END-USER ISSUES BY PROVIDER (TOP 5)

The 2023 mediation once again exposed a significant number of structural issues that numerous telecom users were confronted with. Below are, discussed per operator in order of the number of mediation requests they caused, the topics that were most frequently addressed in the complaints or were noteworthy by their nature.

In previous annual reports, a chapter was always devoted to the ten operators with the most mediation complaints. Driven by the merger of Proximus and Scarlet, it was decided to only discuss the top 5 in the 2023 annual report. Obviously, the acquisition by Proximus of the aforementioned brands has had an impact on the number of complaints received about this operator, more details about which can be found in point 2 of the text. The reader will also note the large difference in number of mediation requests regarding the first three operators (Telenet, Proximus and Orange) on the one hand, and VOO and Unleashed on the other.

1. Telenet

In 2023, 6620 mediation complaints were filed about Telenet, which also includes the brands Base and Tadaam. This is a multiple of the 1980 complaints about this operator that the Mediation Service had received in the previous year 2022. This spectacular increase (+234.29%) brings Telenet to the top of the ranking of operators about whom the most mediation complaints were received. Given these developments it was decided to devote a separate chapter (2) in this annual report to the twenty most notable structural user problems that the complaints about Telenet have revealed.

2. Proximus

The number of mediation complaints in 2023 about Proximus was 6301. Although this implies a significant increase compared to 2022 (3849), Proximus no longer occupies the leading position in terms of the number of handled disputes. The increase in complaints can also be partly explained by the fact that complaints about the Scarlet brand (1003) are now counted for Proximus because of a takeover.

Some 250 complaints concerned the Proximus fibre network. That is an increase compared to 2022, the year in which the Mediation Service paid close attention in its report (Chapter 6) to user disputes resulting from the roll-out of the fibre network.

2.1. Disruptions on the Proximus network

Because of works on the fibre network in the street where my 94-year-old grandmother lives, her landline has not worked since August 14. She wears a bracelet connected to an emergency centre via that landline, so it is important that this is restored as soon as possible. The problem was immediately reported to Proximus and they sent a welder to resolve the problem. Meanwhile, we are 26 August and the problem has still not been resolved. Today I, the granddaughter, called Proximus again to ask when her phone would be working again. They couldn't give a date.

Disruptions on the Proximus network were the subject of the most complaints (1596) from this operator. This applies for both the Proximus and Scarlet brands. Most disputes resulted from Internet disruptions (460), followed by technical problems with the full pack (410), network problems with mobile phone connections (251), TV connection disruptions (227) and landline disruptions (220). The sharp increase in the number of complaints about disruptions seems paradoxical given that the roll-out of the fibre network is in full swing. The lack of rapid and effective action by Proximus following the first-line contacts runs as a common thread through the testimonies of the complainants. No solution is planned, customers sometimes have to wait a long time for a technical intervention, technicians do not show up during the agreed time slot and promises to call customers back are not respected. The troubling phenomenon whereby users do not have access to telecom services is discussed in more detail in this annual report, specifically in chapter 5. This ties in with the next topic discussed.

2.2. Delayed telecom connections

I submitted a relocation request to Scarlet around 20 July, as my dad was moving to a flat on 7 August. Because of the holidays, a technician could not come to sort out the move until 11 August. The technician would normally come between 8 a.m. and 6:30 p.m. At around 5 p.m. we hadn't heard from anyone and I contacted Scarlet by phone. First I got someone on the phone saying the appointment was cancelled, but she couldn't tell me what the reason was. I had to call Scarlet again for another service and they told me there was a technical problem which they could only see now. They were going to call me to make a new appointment, but I haven't heard from anyone for a long time. On 16 August, I was able to make a new appointment for my dad online and they would visit on Monday 28 August to sort out the move. My dad got a phone call from Scarlet this morning (24 August) saying that the appointment cannot go ahead again. He has been without TV and internet for 3 weeks now, incurring substantial costs for 4G and we are getting no answers to the question of when he will finally have TV and internet again, let alone any assistance being offered! I would like to see this resolved now, because financially he cannot afford to switch to another operator.

961 complaints about Proximus revealed a problem with telecom connections, making this one of the most important problems for both Proximus and Scarlet customers. In most cases, the dispute concerned a failure to honour the agreed connection date, both for new, fixed telecom services as for the moving of existing subscriptions. Specifically, during 2023, it was increasingly raised that technicians did not show up. In particular, the fact that the operator failed to inform customers in a timely manner about the delayed connection date, as well as the way the customer service dealt with first-line complaints about this issue, angered many complainants. The need for more transparent communication with the customer about the connection date and, if the appointment cannot be met due to highly exceptional circumstances, timely inform about the change in schedule, is increasingly pressing.

2.3. Dissatisfaction with first-line service operation

At our company, we've been encountering frequent and lengthy interruptions to our mobile phone reception recently, leaving me unable to make calls and reach my staff on the road to pass on orders. Despite my repeated notifications of this problem, I receive conflicting information and am told that there are no problems, even though there are. Furthermore, it is suggested that I should contact the business line for further support, but this is quite difficult if I cannot call. Moreover, I was promised that I would be contacted within 24 hours to make an appointment for a visit to my location but I still have not heard anything.

In 877 complaints, the complainants expressed their very explicit dissatisfaction with the functioning of the first-line services of Proximus and Scarlet. This is a sharp increase compared to 2022. Most complaints (348) concern the lack of a customer-centric and solution-oriented approach. This mainly manifests itself in the failure to keep promises to call the customer back, the repeated and unsuccessful transfer to other services or the referral to other operators and authorities, the disconnection of the call and the unfriendly treatment of the customer. Another important niche problem concerns the provision of incorrect or incomplete information by the front-line services (147 complaints). This mainly indicates a problem with the quality of investigations that are carried out in the first line when, for example, incorrect charges are being reported. The lack of channels to reach first-line services (104 complaints) and long waiting times when calling customer services (99 complaints) were also frequently criticised. Among other things, the fact that Proximus does not provide an email address for customers in case of queries or disputes was regularly cited. The broader issue of first-line reception is the subject of Chapter 4 of this annual report.

2.4. Problems when switching operator

I switched from Proximus to Mobile Vikings with internet and two mobile phone subscriptions. One of the two numbers has been active at Mobile Vikings since 22 April 2023, but I still get invoices from Proximus.

Proximus and Scarlet were involved 764 times in complaints about problems with a change of operator, either via Easy Switch or number porting. In most cases, both procedures allow the user to turn to the new operator in order to have the subscription with the old operator terminated, simultaneously with the activation of services with the new provider. However, hundreds of complaints tell that problems continue to arise in the application of these facilities, whereby users who switch operators are still facing double billing or long waits for the intended switch. It is worth noting that cases where users move from one brand to another within Proximus have also led to complaints. Irregularities regarding the cancellation of telecoms services are the subject of Chapter 3 of this annual report.

2.5. Irregularities in subscription sales

Proximus charged me for a more expensive subscription for fibre than was agreed. I want them to charge me the agreed € 79.99 that was agreed in the original contract and not the € 99.99 for fibre. I never requested a change myself. They made mistakes in their administration and created new contracts. They agreed with me and refunded me. But now they are again charging € 99.99 instead of the agreed € 79.99. I contacted them again and now they say that I was not entitled to it because I had allegedly made a new request. That's not right.

Of the 377 complaints about dubious sales practices by Proximus, a significant proportion concerned the fibre subscriptions; either the pushing of such products or misrepresenting the price during the sales pitch. In this context, it is recalled what was included in the 2022 annual report (chapter 6); namely that Proximus is obliged to communicate with their customers in a timely, fair and transparent manner about the financial impact of a switch to a fibre subscription, as well as about the right to cancel in the event of a price increase.

2.6. Damage caused by infrastructure and façade regulation

Without our knowledge, and without permission, Proximus used our front façade to install cables and a box. We are not a customer and are not pleased that they are using our façade. We have seen that Proximus was carrying out work in the street, but that they would use our façade? Never received a question or letter about this. The customer service could not help us because we are not a customer.

In 2023, there was a substantial increase in the number of handled complaints concerning Proximus following damage caused by infrastructure works. Of the 272 disputes, many related to the construction of the fibre network, where the operator can seek supports on the façades of people's homes, even if they are not Proximus subscribers. Operators do have the right to do so, but should in principle seek agreement with the owners of the properties concerned. This issue was discussed in detail in Chapter 6 of the 2022 annual report. Furthermore, the Mediation Service regularly received mediation requests from citizens who were unhappy with the way in which Proximus (or the latter's contractors) had repaired their driveway, garden or pavement after laying infrastructure underground.

2.7. Charging of unrequested premium SMS services

Last month we received an invoice for €104.00 instead of the usual €8.00. According to Scarlet, these were fraudulent messages from certain companies. The invoice specified SMS messages sent to 9XXX numbers. This concerns the subscription of our 83-year-old mother who has never sent or opened a text message. Her mobile phone is only used for emergencies. Scarlet it is itself a victim of these fraudsters and says there is nothing they can do about this. However, they had promised to disable a particular function to prevent this from happening again in the future. The new invoice again shows SMS traffic, this time amounting to €27.75.

In 2023, the Ombudsman Service noted 57 complaints mainly from Scarlet and Proximus customers who saw charges for unrequested premium SMS services appear on their bills. Although the issue of disputed charges for services from third parties caused fewer mediation requests in recent years, 2023 saw an increase in disputes regarding premium SMS services. In particular, the charging of payment services by Etri, Funlazio and Cell Candy were regularly criticised.

The Mediation Service has been reading into these complaints for more than 20 years that the customer services of Proximus, and now Scarlet as well, have been sending aggrieved users on an unsuccessful path sending them off and referring them to the relevant service providers without any investigation or the Mediation Service. Scarlet, in particular, continued this passive attitude during the mediation which has had to remind the operator time and time again of its responsibility and obligations as the invoicing party. In accordance with Article 9 § 1 2° of the Royal Decree establishing the obligations applicable to the provision of paid services, as referred to in Article 116/1, § 2 of the Law of 13 June 2005 on electronic communication, the operator, as the invoicing party, is indeed responsible for dealing with complaints about the paid services of third parties.

However, despite the irregularities uncovered, Scarlet opted to channel the refund of the unjustified amounts via the service providers. For the Mediation Service this method is unacceptable. It insists that the operator, in its capacity as invoicing party and collector of charges for premium SMS services, is responsible for correcting unjustified amounts through credit notes and direct refunds. The fact that a number of complainants had ultimately not received refunds and therefore had to revert to the Mediation Service illustrates the failure of the modus operandi used by Scarlet in 2023.



3. Orange

In 2023, 2049 users appealed to the Mediation Service because of an unresolved dispute with Orange. This represents an increase compared to 2022 when 1613 complaints about Orange were submitted. Specifically for the Hey! brand, which is part of Orange's product range, mediation was requested 128 times in 2023.

3.1. Easy Switch fails because of a point in the Orange-customer number

I switched from Orange to Scarlet at the end of February 2023. Scarlet would arrange everything through Easy Switch. Apparently this was only successful for my mobile phone subscription and not for my 'Internet and TV' subscription, which meant that I still received invoices from Orange for March and April. I have returned Orange's rental modem, so it should be clear that I have stopped using their services. Scarlet claims that I am still always responsible for the cancellation with Orange. Orange says terminating the contract does not take effect until the moment I cancel the contract myself, so it didn't happen until the third week of April as I didn't know anything had gone wrong until then.

After submitting the complaint to both operators concerned, the Mediation Service received the following feedback from Orange :

On 28 February 2023, Orange received an Easy Switch request from Scarlet to stop the fixed services. As you know, this is an automatic system. If all details are not correct, the request is automatically rejected. The customer number specified was incorrect. Scarlet did not include the 'dot' in the customer number.

In 2023, the Mediation Service received 272 mediation requests about Easy Switch in which Orange was involved. A significant number of complaints could be attributed to the fact that although the new operator had sent the application for cancellation of the subscription to Orange, the absence of the full stop in the customer number of the complainant led to a refusal by Orange. This issue, which only affects Orange subscribers, has been dragging on for years, and was already discussed in more detail in Chapter 7 of the 2020 annual report. Since 1 October 2023, operators have been obliged to include a control number in the Easy Switch procedure, in accordance with the Royal Decree of 31 August 2022 amending the Royal Decree of 6 September 2016 on the migration of fixed line services and bundles of services in the electronic communications sector. The Mediation Service expresses its hope that the new rules will lead to fewer complaints about Easy Switch.

3.2. Non – or delayed processing of cancellation requests

For months I have been paying Orange a subscription for a phone number that is no longer active. Despite having called several times to delete this number and to no longer be charged for it, nothing has happened.

It is not only Easy Switch that remains a major source of complaints for users who wish to cancel their Orange subscription. In 2023, the Mediation Service also registered 233 complaints regarding alleged irregularities in the follow-up by Orange of cancellation requests submitted by customers themselves. Operators are obliged to execute such requests, when submitted in writing, on the date chosen by the user, even immediately if technically possible. Although this issue was already mentioned in the 2022 annual report (Chapter 3) as a structural problem at Orange, the number of complaints about charges after cancellation still increased. Chapter 3 of this report re-examines this theme in more detail, which was also the cause of many complaints among other operators.

3.3. Difficult accessibility of frontline services

There is no contact form or email address for Orange customers. I expect at least an online form or email address so that I am able to send my question or complaint, so that not everything has to go through the Telecoms' Mediation.

266 complainants explicitly criticised serious irregularities regarding the functioning of Orange's first-line services. In 83 cases, the poor accessibility of the customer service was specifically mentioned. This mainly translated into long waiting times when trying to contact Orange by telephone and the lack of an email address or an online form to communicate with the operator. The broader issue of the functioning of first-line services is discussed in detail in Chapter 4 of this annual report.

3.4. Unexpected data costs, domestic and abroad

A wrongfully charged sum of €60.00 during a stopover in Dubai, despite the fact that I had turned off mobile data on our mobile phones! And yet, on one mobile phone, we had supposedly created another mobile internet session. I think this is a very cowardly way of exploiting customers. They refuse to supply proof and only want to give a 30% discount. I have switched provider because of this.

The Mediation Service received 117 mediation requests about disputed mobile internet usage charges levied by Orange. 53 cases concerned usage abroad, mostly outside the European Economic Area (EEA), where users surf at much higher rates, but also in EEA member states: Norway, Iceland and Liechtenstein. The rates charged are so high that a connection - unknowingly or not - of only a few minutes can result in a bill of €60.00, which is the limit for mobile internet use abroad and should in principle lead to the blocking of the data service. The complaints also continue to show that those near the external borders of the EEA, for example near Switzerland, Monaco or the Greek islands, risk being inadvertently connected to the transmission masts of neighbouring countries.

This can lead to unexpected costs during data sessions, which are regularly the subject of complaints about Orange, among others. Chapter 5 of the 2022 annual report addresses this issue in more detail.

3.5. Inconsistencies about credit notes and no spontaneous reimbursement of refunds

When I cancelled my subscription, I received an invoice showing that Hey! must refund me €5.00. They wrote that I did not have to do anything for this and that it will be deducted from my next bill. However, since I have cancelled my subscription, there is not going to be a new bill. I have tried to contact Hey! customer service several times to arrange the refund. They do not respond to my messages (online chat sessions and Facebook Messenger).

In 2023, 107 complaints about Orange were received regarding ambiguities about credit notes and the absence of refunds of credits to former Orange subscribers. Since Orange, like other operators, levies subscription costs in advance, customers often still have a credit balance when they cancel the subscription. The complaints continue to show that these credits are not always refunded to the users in a proactive manner, which in itself is already a dubious practice. Even more questionable is the observation that Orange does not always follow up on explicit requests to repay the sums in question. The broader problem of complaints regarding the cancellation of telecom services is dealt with in Chapter 3 of this report.

4. VOO

In 2023, 345 mediation complaints about VOO were received. Compared to 2022, the year in which the Mediation Service recorded 283 applications for mediation with the Walloon cable company, VOO has risen to fourth place in the rankings. However, this is purely a result of the aggregation of the complaints about Scarlet with those of Proximus, which was not the case in 2022.

4.1. Various problems with Easy Switch resulting in double billing

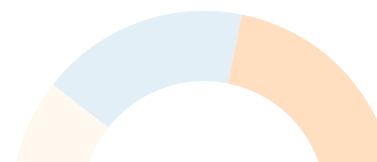
I switched operator in December 2022 - from Proximus to VOO. My new operator had assured me that they would be responsible for cancelling the subscription with Proximus. However, in February 2023, I received another Proximus invoice. Inquiries with my former operator indicated to me that no cancellation request was made by VOO for my fixed telecom services. Consequently, I had to instruct Proximus to immediately cancel my subscriptions there. I then contacted VOO to find out why they hadn't done the necessary. Because I didn't get an answer, I phoned them in March and April. They replied that I myself was responsible for the cancellation and refused to intervene in the overlapping charges.

The complaints scene at VOO in 2023 was dominated primarily by various problems related to the Easy Switch procedure. The Mediation Service noted 57 complaints involving VOO. As the quoted testimony illustrates, a number of complaints indicate that VOO does not always activate Easy Switch and the customer is under the impression that they do not have to worry about the cancellation with the old provider. Other complaints also revealed structural shortcomings regarding the cooperation between VOO and other operators that should ensure that the Easy Switch procedure works smoothly, with the user being the loser each time. The unwillingness or inability to involve the other operator proactively following a first-line complaint about Easy Switch runs as a common thread through the testimonies of the complainants.

4.2. Reminder charges

My father, who was a customer of VOO, died on 1 March 2023. I contacted the operator by phone on 17 March, 19 April and 25 April to have his subscription cancelled. I have sent them the death certificate twice, but VOO continues to invoice. Customer Service has advised me several times not to proceed with payment. In the end, VOO agreed to retrospectively terminate my father's subscription as of the date of his death. Nevertheless, they require payment of two outstanding reminder charges amounting to €20.00.

In 22 complaints, complainants disputed the invoicing of reminder fees. The circumstances in which these additional charges were invoiced were very different. In most cases, VOO charged €10.00, despite the disputing of outstanding invoices. If a user disputes an invoice, the operator must first carry out a thorough investigation and, pending the outcome, suspend the process whereby late payments lead to paid reminders. It is evident that any reminder fees arising from unwarranted or incorrect billing are not valid.



5. Unleashed

With 166 complaints, Unleashed, which offers the Mobile Vikings and Jim Mobile brands among others, closes the top 5. Compared to 2022, when 132 mediation requests were submitted to the Mediation Service, by analogy with the other operators in the top 5, there has been an increase.

Mobile phone number portability problems

On 30 November 2023, my friend and I went to a Telenet Centre to ask for my mobile phone number to be added to his subscription. In this way we could still claim the promotion, namely a mobile phone. The employee indicated that they would contact Mobile Vikings, my provider at the time. The processing would take 24 hours. After multiple contacts with both providers, this is still not in order 20 days later, but I'm paying for 2 mobile services.

In 2023, 31 users requested mediation from the Mediation Service due to a frequently lingering conflict with the transfer of the mobile phone number to a different operator, in which Unleashed was one of the parties involved. In many cases, the transfer of the number, which must in principle be completed within a period of one working day, was seriously delayed. The complaints also show that problems can arise with the application of the legal compensation mechanism. In accordance with the Royal Decree on number portability, the new operator is required to provide a compensation of at least €3.00 per day of delay.



2. TELENET : EXCEPTIONAL INCREASE IN COMPLAINTS

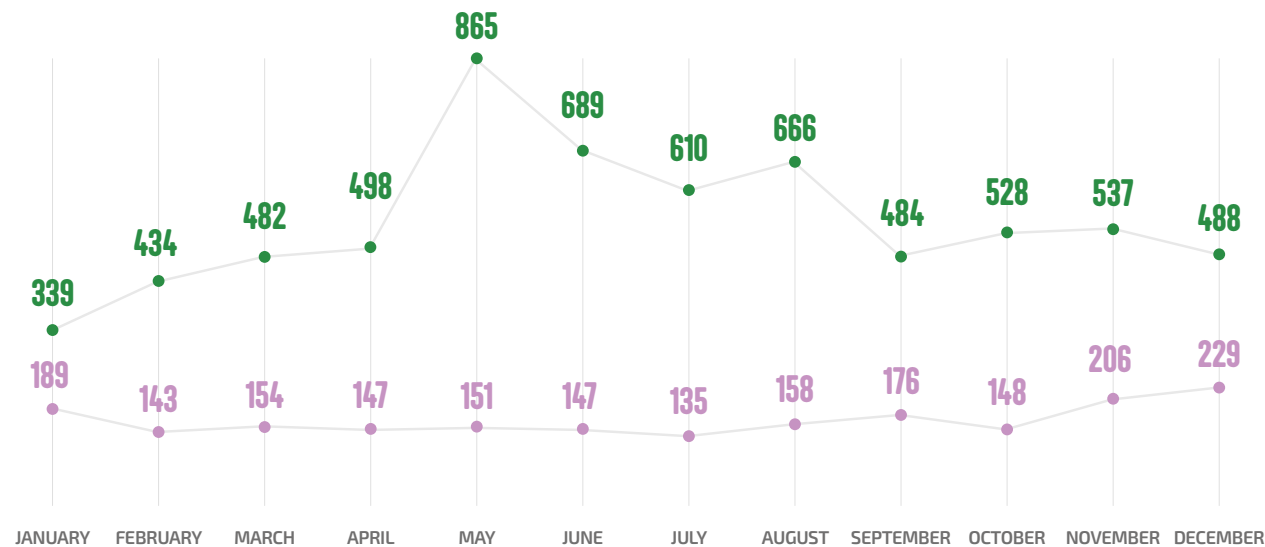
A. Introduction	31
B. Top 20 structural problems for Telenet customers	32
1. Unprocessed cancellation requests	32
2. Problems with the activation of new modems and decoders	33
3. No refunds of credits tot the customer	33
4. Online purchased devices are not delivered	34
5. Fixed telecom services not available after a relocation	34
6. No access to emails	35
7. Unexpected data costs due to lack of warning messages	35
8. Incorrect invoicing of a deposit for rental equipment	36
9. Postal invoices are sent unrequested electronically or reach the user late	36
10. Takeover request not carried out	37
11. Expired invoices undermine users' rights	37
12. Unlawful termination of the social tariff	38
13. Requests for subscription change not carried out	39
14. Suspension of acces to mobile internet	39
15. Invoices are no longer issued	40
16. Long waiting times for customer service frontline	40
17. Lack of customer focus and solution oriented	41
18. Reductions in channels to reach Telenet	41
19. No access to the online customer zone	42
20. No proper handling of amicable settlements	42
C. Conclusion	43



A. INTRODUCTION

2023 stands out because of a significant number of mediation requests, mainly due to unresolved first-line complaints about Telenet. This operator caused 6620 complaints, for which the Mediation Service was requested. Compared to 2022, the year in which 1980 complaints were filed, this is more than a tripling of the number. As indicated in chapter 1 of this report, Telenet has thereby supplanted Proximus from the top spot in terms of registered complaints. Respectively 6042 private and 578 professional users submitted mediation requests.

The graph below shows the monthly evolution of the number of mediation complaints about Telenet in 2022 and 2023.



● Complaints 2023 ● Complaints 2022

From this, we can conclude that the increase in complaints had already started in November 2022 and that the remarkably high inflow manifested itself throughout the entire year in 2023. A peak was reached in May with 865 mediation requests, more than the fivefold of the same month in 2022. With the exception of January, the Mediation Service received every month at least twice as many complaints about Telenet than during the same month in the previous year.

It is not just the exceptional increase in the number of complaints that justifies the attention that the Mediation Service pays to Telenet in this annual report. It is also the nature, the severity, the structural and persistent character, and in some cases even the uniqueness of the problems with which Telenet customers were frequently confronted, that necessitates a closer look at the complaints about this specific operator.

B. TOP 20 STRUCTURAL PROBLEMS FOR TELENET CUSTOMERS

The following is an overview of the 20 most common and/or noteworthy user issues that were exposed by 6620 complaints with Telenet for which the Mediation Service was requested in 2023. The first fifteen topics described deal with structural problems, ranked according to the number of complaints. These are followed by four topics dealing with the difficulties in reaching Telenet. Finally, the twentieth topic concerns the absence of compliance with the mediated solutions of the Mediation Service.

The Mediation Service is well aware that this long list can test the reader's perseverance. However, this list merely reflects the wide range of problems that were raised in a record number of complaints about Telenet.



Unprocessed cancellation requests

After switching the decoder for a new TV box, we all of a sudden had a Streamz subscription added to our account, which I had not ordered or signed anything about it. On 28 February 2023, I tried to stop this online, but that did not work; an error message always appeared. I contacted Telenet on the same day via WhatsApp and several times unsuccessfully requested the cancellation of Streamz. Today, I received a bill on which this service is invoiced as from 1 April.



The Mediation Service was asked about 400 times due to irregularities in the cancellation of Telenet services by a subscriber. Specifically, the operator did not comply with the repeated requests of complainants to stop their packs, certain components from it or specific options. This led to unjustified charges, which repeatedly prompted the aggrieved subscribers to contact Telenet's customer service and eventually seek help from the Mediation Service. This issue, which violates Article 111/3 of the Telecom Law, appeared to be caused by the operator's new IT system.

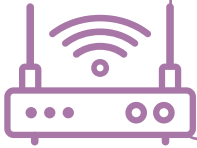
When the wish to cancel telecom subscriptions is in the context of changing supplier, the user can give a mandate to the new operator to arrange this. For internet and TV services, this procedure is called Easy Switch. For a fixed telephone or mobile phone subscription and where the subscriber wants to retain the number, there is number portability. In both cases, the activation of the services with the new operator should in principle coincide with the termination of the subscriptions with the former provider. However, some 100 complaints in 2023 revealed that, in its capacity as the old operator, Telenet had not responded to the request to terminate the services via the mandated new provider, which also translated into unjustified user bills.

Chapter 3 of this annual report takes a closer look at various user problems around the cancellation of telecom subscriptions. In the 2021 annual report, specifically in Chapter 4, complaints about Easy Switch were discussed in more detail.

2

Problems with the activation of new modems and decoders

My father was admitted to a residential care home on 4 April 2023. Unfortunately, watching TV is the only thing he can still do to some extent. I contacted the Telenet shop in L. in the morning to ask if it was possible to provide a TV connection for my father quickly. Friendly people, they said that it could be arranged immediately. I got an HD digicorder, we had to wait about two hours for the activation, but late in the evening my father still couldn't watch TV. I started calling the Telenet helpdesk the next day because the shop assistant claimed that he was not authorised to solve this problem. Unsuccessfully, I called for two days and each time hung on the line for an average of forty minutes, after which the line was disconnected each time.



Some 300 appeals were made to the Mediation Service because Telenet subscribers were confronted with the unavailability of their internet and/or TV connection, following the installation of a new modem or decoder. Never before has such a volume of complaints been received about this specific issue. The impact on users was often considerable, as suddenly and unexpectedly they were no longer able to work from home, take distance learning or online courses or watch television. The patience of many affected subscribers had been tested for weeks before they decided to turn to the Mediation Service. Multiple contacts with Telenet's customer service did not help. Their frustration was further fuelled by the operator continuing to charge for the subscription during the period when the services were unavailable.

Mediation revealed that the failure to pass on the registration of the hardware to Telenet's new IT platform was behind this large-scale problem. Remarkably, despite these problems, the operator continued to promote its new TV boxes to customers.

The wider issue of users experiencing breakdowns and malfunctions with telecom services is the subject of a separate chapter (5) in this annual report.

3

No refunds of credits to the customer

After cancelling my TV subscription, I had a balance of around €155.00. This should have been paid back in January 2023. To date, 30 August 2023, this has still not happened. I followed the instructions on the Telenet website several times by calling customer service, requesting for an urgent refund of my credit balance. However, the promises of the employees are not being followed through.



Nearly 300 complaints have revealed that Telenet did not follow up on refunding to customers. Never before has the Mediation Service received so many complaints about one operator regarding this matter. A credit balance usually arises after a service is cancelled and the prepaid subscription fee is recalculated pro rata. Another common circumstance that gave rise to a credit at Telenet in 2023 concerned the decision to cancel an online purchase of an undelivered smartphone.

Normally, the operator is expected to repay the credit spontaneously and at short notice refund to the customer's bank account, of which he is aware through the original payment. However, numerous complaints indicate that Telenet does not always reimburse credits without prompting; worse, in many cases the sums are not transferred, even after the user has repeatedly and explicitly requested this. Regarding the cancelled purchases of smartphones, a topic discussed next, this often involves amounts of hundreds of euros. Where the credit consists solely of the equivalent of a short period of subscription money, the amount is much more limited, which increases the likelihood that the failure to refund escaped the attention of former Telenet subscribers.

4

Online purchased devices are not delivered



I bought a Samsung s23 via the Telenet website on 29 June 2023. This device had to be paid for in full upfront, an amount of €949.00. In addition to a €250.00 customer discount, there was a €200.00 cashback and a free tablet, both via Samsung. However, in order to enjoy these promotions, registration was required before 29 August 2023. Enjoying these is only possible when the device has actually been delivered, because you must pass on certain data such as the IMEI number to the Samsung website. Today, September 4, the smartphone has still not been delivered.

There were almost 300 requests to the Mediation Service in 2023 because of the failure to deliver, mainly smartphones, which were purchased and paid for via the Telenet website. According to the information on this website, the complainants could expect to receive the device ordered within a period of just a few working days. As the delivery failed to materialise and no confirmation of purchase was even received, worried complainants logically began contacting Telenet's overburdened customer service department.

In the absence of a solution or even a refund of the purchase price, the complainants, especially from April 2023, came knocking on the Mediation's door in large numbers. In regard to the delivery period, Article VI.43 of the Code of Economic Law stipulates the following: "Unless the parties have agreed another time for delivery, the company delivers the goods by transferring the physical possession or control of the goods to the consumer without delay, but in any event no later than 30 days after the conclusion of the agreement."

In reality, many complainants had been waiting longer than a month for a new smartphone, which they sometimes desperately needed. If the aforementioned period is exceeded, the legal text states that the consumer may terminate the agreement, after which a refund must be made. This latter obligation was also frequently flouted by Telenet.

In 2020, the year in which Telenet was the origin of just a fraction of the complaints about this matter compared to 2023, the Mediation Service, in its annual report, specifically in Chapter 11, devoted extensive attention to irregularities regarding the delivery of goods purchased from telecom operators.

5

Fixed telecom services not available after a relocation



On September 7, 2023, I notified a move of my Telenet services. On 18 September, a technician came to install everything. After a 2-hour wait, everything should have been operational. This was not the case. The next day the technician came back, but was unable to do anything. I called customer service on 20 and 21 September. Every time I was told they were working on it and didn't see what the problem was. My company, which cleans windows, has been out of action for fourteen days due to the actions of Telenet. Technicians put the blame on the administration and vice versa. Administration blames the technicians. My turnover loss currently stands at €17,000.

During mediation in nearly 200 similar complaints, Telenet indicated that the moving of fixed telecom services could not be achieved because an IT problem prevented their booking. The testimonies of complainants, mostly private but also a significant number of professional users, often exposed distressing situations. The sudden, often long-term unavailability of telecom services, which is detailed in Chapter 5 of this report, had very inconvenient consequences for many Telenet subscribers, as illustrated by the cited complaint. In many cases, the complainants found, to their annoyance, that the Telenet services remained active at their old address and that the billing of subscriptions was not suspended during the period when they did not have access to internet, television and possibly telephony.

6

No access to emails

Since 16 January 2023 and until today, 3 March 2023, I can no longer log in to my Telenet mail account. The password has been changed and cannot be reset. I have since contacted Telenet customer service 22 times, accounting for over 4 hours and 30 minutes of calls. We are genuinely concerned that the account may have been hacked, even though we have a password safe and virus protection via Norton. So I am missing important correspondence (digital invoices, parking subscription and access to accounts on this address). We are absolutely unable to resolve this problem ourselves and the reasonable time in which it should be resolved has clearly been greatly exceeded.



Spread over the entire year 2023, the Mediation Service received more than 200 complaints from subscribers who were suddenly unable to access their Telenet mailboxes. The consequences for the affected customers were often far-reaching. Many testimonies showed how much users have become dependent on the proper functioning of the email service. They use this indispensable medium not only to communicate with friends, family, employers, commercial contacts and the government, but also as a mailbox for digital invoices and purchase confirmations, as a virtual folder to store digital documents and as a two-step verification tool necessary to access certain websites and create online accounts. Not surprisingly, those affected made repeated frantic attempts to raise this disturbing and precarious situation with Telenet's overloaded customer service department. Not infrequently, the troubled complainants had been waiting weeks for a solution before they turned to the Mediation Service.

7

Unexpected data costs due to lack of warning messages

I have to pay Telenet an extra €1,000.00 because extra mobile data has been used. Normally you get a text message when your mobile data is running out or if you go over the limit. I did not receive any notification this time. Telenet claims that they pre-emptively blocked my mobile data. I don't think this is preventative, after first allowing someone to go €1,000.00 over the limit. Preventative in my opinion is €50.00.



In 2023, almost 300 users contacted the Mediation Service because of a dispute with Telenet over unexpectedly high costs arising from mobile internet usage. Remarkably, Telenet represents half of all complaints about data costs. The Royal Decree of 9 July 2013 on warning messages to manage the costs of electronic communication services, requires operators to warn users by text message when they have used up and exceeded the data volume specified in their subscription.

However, several dozen complaints showed that Telenet had not complied with this legal obligation, leaving customers, who previously had been correctly informed about their mobile internet usage, often facing sky-high charges. The Mediation Service learned that for this issue too, there was a causal link with the migration of customer accounts to Telenet's new IT system. The issue of unexpectedly high telecom bills, of which mobile internet usage is an important component, was the subject of Chapter 5 in the 2022 annual report.

8

Incorrect invoicing of a deposit for rental equipment



What chaos at Telenet. I no longer had TV reception. The technical service asked me to return my two rented digicorders to their shop. A month later, €500.00 would be deducted from my account because I allegedly had not returned them. After contacting the call centre, I was promised that this €500.00 would be refunded. Despite calling back seven times and suffering long waits on the phone, six weeks later this amount has still not been refunded.

Around 150 users contacted the Mediation Service in 2023 because they received an incorrect invoice for the deposit of rented devices that they had in fact returned to Telenet. Most cases involved so-called 'residual values' for rented modems, decoders or digicorders, which the complainants returned to Telenet as part of the cancellation of their subscription or because a defect required a swap. As the cited complaint illustrates, the costs could amount to hundreds of euros, which for many users had a major impact on their family budget and peace of mind.

Although this is not a new issue - chapter (11) was devoted to it in the 2021 annual report - it was noticeable in 2023 that Telenet accounted for more than half of these complaints. During mediation, it came to light that the unjustified security deposit charges, like most of the other issues, were due to internal IT problems at Telenet.

9

Postal invoices are sent unrequested electronically or reach the user late



I hereby wish to formally protest against the way in which Telenet deals with its customers with regard to their invoicing and the payment term used. Today, 26 June 2023, I received their invoice via the post with as invoice date 16 June 2023 and a final payment date of 1 July 2023. And this is not a one-off, but structural. This is simply unacceptable. I have already contacted Telenet about this by email, but never received any reply. I had a very unsatisfactory conversation with them today, in which they, of course, put the blame on Bpost. Who would have expected something different when it's only with Telenet that it takes ten days?

The Mediation Service received about 100 complaints from users about problems with Telenet invoices that were sent by post. In many cases, subscribers criticised the unrequested and forced change from paper to electronic invoices. The Mediation Service paid extensive attention to this persistent issue in Chapter 8 of the 2021 annual report.

However, about twenty mediation requests revealed a new niche problem regarding postal invoices, which occurred only at Telenet; namely their very late distribution. Since October 2022, the Mediation Service has received numerous complaints following Telenet's decision to reduce the payment term to fifteen days which given the sending time, placed, particularly those customers who prefer paper invoices, under time pressure. Mediation in complaints from 2023 revealed that the sending procedure used by Telenet for this type of invoice could take seven working days. As a result, in some cases only two days remained in which to make the payment. As illustrated by the testimony cited above, this has caused problems for some complainants, especially since it is also necessary to take into account the time frame required for the transfer and its processing by Telenet. Users are also disadvantaged because they have little time to check and possibly dispute the correctness of the charges.

10

Takeover request not carried out



There has been a change in my tax situation. As a small business proprietor, VAT no longer needs to be applied to my sales invoices and I can therefore no longer recover VAT due to a too small turnover. On 4 August 2023, as prescribed by Telenet, I completed a 'Takeover Telenet services' document with the request to convert my account into a private profile account (and accompanying subscription). On 10 August, I contacted Telenet for the second time. When asked how long the change was going to take, I was told it could take three months, which I don't think is normal.

Various circumstances may lead to the need for another user to take over telecom services: a divorce, cohabitation with a partner or with family members, death, takeover or discontinuation of a business. Takeovers usually rarely lead to complaints to the Mediation Service, but in 2023 they did. Almost 100 Telenet customers requested mediation because their request for takeover was not followed up, which resulted in them receiving unjustified or incorrect invoices. Especially in a context of deaths, sensitive situations occurred in which the operator was expected to respond quickly and efficiently to the requests of relatives. In some cases, the failure of a takeover that was part of a relationship break-up threatened the privacy of the customer. For business subscribers, this structural issue almost invariably translated into problems with the VAT status on invoices. During mediation, it was revealed that as a result of the introduction of a new IT platform, it was not possible to deal with requests for takeovers and that a solution would be a long time coming.

11

Expired invoices undermine users' rights



I want to change my subscription in order to save costs. Telenet all of a sudden claimed that we have a debt from more than ten years ago, on a completely different customer number. Our payments are always made by direct debit and we have never been aware of outstanding invoices. Telenet refuses to help us any further to change our services or possibly terminate the contract. They refer us to the collection agency Intrum, but they say that the files are closed and have expired and have referred us back to Telenet.

Several dozen complainants appealed to the Mediation Service because an alleged, often contested, outstanding debt more than five years old had led to a dispute with Telenet. The complainants concerned had requested a change of subscription formula, a takeover of services, an exchange of modem, a product cancellation or a move of telecom products, but were told that their request could not be met. Telenet justified this decision by referring to very old, sometimes small, outstanding amounts, which the complainants claimed did not know existed. They had been customers for many years now, had always fulfilled their payment obligations and were not previously reminded of any outstanding amount, the correctness of which they could not verify in any way. Telenet is reminded that, in accordance with Article 2277, second paragraph, of the old Civil Code, telecom invoices become out of date after five years. Although this is the first time that the Mediation Service has been asked to mediate on such a large scale on this specific matter, in its 2020 annual report it devoted an entire chapter (10) to the broader issue of time-barred telecom invoices.

12

Unlawful termination of the social tariff

Since February 2023, the social telephone tariff has no longer been applied to my Telenet invoice. My daughter has already called three times, emailed several times and sent WhatsApp messages, but all to no avail. I have had to apply again for the social tariff each time via the Telenet website. They had promised to call us back but didn't. Only for February was the digicorder rental deducted as compensation. The March and April invoices are still incorrect and it is likely that the May invoice will also be incorrect.



Of the more than 100 Telenet complaints that were submitted to the Mediation Service about the social tariff, dozens were caused by the abrupt and unjustified discontinuation of the discounts on the invoices. The right to social tariff for some telecom services is determined by Article 74 of the Telecom Law, as well as by Articles 22 and 38 of the annex under that same law. In concrete terms, this results in a decrease in the monthly invoices between €8.40 and €11.50.

Partly because the right to social tariff is mainly reserved for users with a medical condition and/or low income, this often caused financial headaches, especially when the discounts were not granted for months. For as far as they had already noticed the error on their Telenet bills and had the ability to dispute it (or have it disputed), they were forced to contact their operator. The complaints revealed that this was no easy task and that these vulnerable users were not treated efficiently and in a customer-friendly manner by Telenet's first-line services. They were often referred unsuccessfully to the BIPT (the Belgian Institute for Postal Services and Telecommunications, which is authorised, among other things, to verify the right to social tariff) or were instructed to go through the application process for the discounts again.

Because the complaints exposed a structural problem and there were strong suspicions that a large group of rightful claimants of the social tariff paid too much to Telenet, the Mediation Service requested that the necessary regularisations be performed retroactively, including those users who had not submitted a complaint. In its reply, Telenet indicated that it would respond positively to this request. Nevertheless, since then, the Mediation Service has continued to receive sporadic complaints about Telenet's discontinuation of the social tariff.

13

Requests for subscription change not carried out



Currently, my One-pack at Telenet consists of an internet connection with two mobile numbers with unlimited usage, as well as one mobile number on the basis of the 'pay-per-use' principle. On 1 March 2023, I requested a change to the subscription. To avoid high costs, we specifically wish to have the 'pay-per-use' number, which will as from now be actively used, converted into unlimited usage. We are now seven weeks further and the conversion has still not happened. Telenet was contacted via various channels (WhatsApp, Messenger, by phone), but we always get the answer that the underlying services are working on the problem and unfortunately they cannot say when the matter will be resolved.

Article 111/4 of the Electronic Communications Act stipulates that consumers have the right to choose a different tariff formula with the same operator at least once per year without having to pay any compensation. The decision to change formula is usually motivated as a means of keeping telecom expenditures under control. After all, the choice of subscription is decisive for the charging and must correspond as closely as possible with the usage profile.

Telenet is the first operator responsible for dozens of complaints annually stemming from the fact that applications from users for a subscription change were apparently ignored. Once again the implementation of new software was the root cause of this structural problem. As a result, aggrieved subscribers were forced to adjust their usage or sometimes faced significant unexpected costs. Despite expectations, Telenet did not always manage to resolve first-line complaints effectively and the subscribers had to suffer the frustration of the intended changes still not being carried out after several months.

14

Suspension of access to mobile internet



We have hit the 35 GB limit with our family mobile data subscription. We had configured all the possible reminders but these were apparently erased by Telenet itself. I want them to just reset the data counter as compensation, because now, until it is reset to zero, we will be offline with the whole family for the next week. This obviously comes across as very unprofessional to employers.

Telenet offers telecom bundles in which the family members can share a so-called 'data pot'. What is crucial here is that usage can be monitored, so that subscribers are not suddenly confronted with a situation in which the mobile internet volume has been completely exhausted before the end of the monthly cycle. Dozens of complaints from Telenet revealed that usage could not be monitored via the app and no warning messages were sent, leaving affected families facing a fait accompli and temporarily unable to use mobile internet. Telenet attributed this problem to a technical system error. The option of bridging the period until the day the data counter returns to zero by offering supplementary volume was not offered by the operator. In chapter 5 of its 2022 annual report, the Mediation Service paid particular attention to the issue of controlling the costs of telecom invoices, which ties in with this complaint theme.

15

Invoices are no longer issued

Today we are 11 September 2023 and my last invoice dates back to May 2023. My payments continue to be collected by direct debit without me having access to the invoices. This becomes uncontrollable. I want to receive my monthly invoice as agreed; it cannot be that they arbitrarily choose when and how I receive a bill, against the made agreements. Telenet's customer service reports a general problem and assures me that it will do its utmost best to resolve it as soon as possible.



A number of Telenet customers were affected by an unusual phenomenon in 2023, which meant that they did not receive a telecom invoice for several months. A few dozen of them decided to request mediation. In accordance with Article 110 §1 of Electronic Communications Act, telecom operators are required to provide their customers an invoice at least once every three months, with some exceptions. Moreover, Telenet's terms and conditions of sale provide for the right to receive monthly invoices. The infringements identified in complaints against the legal and contractual rights of some customers did not prevent Telenet from demanding timely payment of the invoices that were not issued in any way. In other words, anyone who did not (blindly) pay the amounts risked reminder fees and the possible suspension of services. However, the aggrieved users had no way of checking the correctness of the invoices and possibly disputing them.

16

Long waiting times for customer service frontline

Lately it has been almost impossible to get help via the Telenet phone line. The waiting times on the line are enormous and the message is repeatedly given that you can find most answers to your questions in the Telenet app. The operators are not to blame; they do their job and remain friendly at all times. It is unacceptable that customers are forced to endure excessively long waiting times (I noted 45 minutes!).



In more than 400 complaints about Telenet, users explicitly stated that the waiting times when trying to contact the customer service by phone were very long. By comparison, this was 'only' the case in 27 mediation requests in 2022.

Article 116 of the Telecom Law obliges operators to answer such calls within two and a half minutes. If that time span is exceeded, the user must be given the opportunity to leave contact details, after which a call back should happen before the end of the next working day. Although the law also states that these obligations do not apply to general or sizeable problems or other exceptional events, it can be concluded from hundreds of statements from complainants that Telenet has not complied with the aforementioned article. The poor accessibility of the telephone helpdesk caused unending complaints to the Mediation Service during the first eight months of 2023, with May being the peak month.

The option of being called back was also not always offered. When this was the case, the complainants had to wait much longer than the legal deadline before being contacted. It should also be pointed out that those who tried to contact Telenet via other channels also often had to face long waiting times.

Complaints about the functioning of the customer services of telecom operators are discussed in more detail in Chapter 4 of this annual report.

17

Lack of customer focus and solution oriented



The whole approach of Telenet is impersonal. Complaints are simply handled by their IT system and no one from their own staff sees the full picture of the customer problems. They give totally incomplete answers. You have to listen to music for more than half an hour before you get someone on the line and they just send you on to another service, even though I said I'd already had that service on the line several times before and it could not help. It is like talking to a wall and fighting a losing battle, but the bills keep coming. I totally disagree with this.

More than 400 complainants explicitly took Telenet's first-line services to task in formulating their mediation request, stating that the lack of customer orientation and efficiency was disastrous. Often, in the conversations with the front office, customers were proverbially sent from pillar to post. A large number of testimonies also revealed that customer service employees regularly hung up on telephone calls, call-back promises were not fulfilled and customers were spoken to rudely. Some customers even had the feeling that the primary function of the Telenet helpdesk was to brush them off and they criticised the reluctance they encountered to actually finding a solution to their problem. Furthermore, complainants also increasingly denounced the impersonal nature of Telenet's first-line services.

18

Reductions in channels to reach Telenet



Telenet completely ignores the customer. The main phone number is always unreachable. Making a written complaint is 'for the time being' not possible, but no one answers the telephone number provided or they say it is only for cancellations. You cannot talk directly to someone via Facebook. Answers only come days later. The link to the page with information about the right to revoke does not work.

Nearly 150 complainants, in their grievances about Telenet, explicitly cited the lack of channels via which the operator can be contacted effectively. They reported that the on-line contact form did not work or criticised the lack of an email address where questions could be asked and complaints submitted. Other complainants were unhappy that, after sending an electronic message to the operator, they were advised to call customer services when it was overloaded. Conversely, following the advice of the telephone helpdesk, some customers used the online contact form, only to discover to their great frustration that this channel was not available. Not infrequently, the complainants did not consider the social media channels as valid channels for reaching Telenet, because they did not receive any or only standardised responses from them, which offered no added value to their situation.



No access to the online customer zone

Since early April 2023, I no longer have access to 'My Telenet'. This means that I can no longer view my invoices, can no longer change or delete options, can no longer cancel or modify contracts, etc. I can no longer change passwords for my accesses or mailboxes.

In 2023, more than 150 users appealed to the Mediation Service because Telenet's online customer zone was no longer accessible and the first-line services were unable to provide a solution for this often pressing problem. There is a tenfold increase in complaints about this issue compared to 2022. This is the first time that the Mediation Service has received mediation requests on such a scale due to problems with the online customer zone of one specific operator.

Telenet has invested heavily in digitalisation in recent years. One of the practical effects of this is the provision and stimulation of the use of an online customer zone and app, with which customers can manage their products and services themselves and which has numerous applications. There is no doubt that this tool offers added value for many users. However, it does mean that when the online customer zone is suddenly no longer accessible, the disadvantage for these customers is considerable. They can no longer consult their invoices, adjust subscriptions according to their needs, monitor usage, manage limits and warning notifications, etc. For such common actions, the affected customers now had to contact the Telenet helpdesk, which undoubtedly has contributed further to the overload of that service.



No proper handling of amicable settlements



Despite your intervention, my mother has again received a Telenet invoice which contains costs for digital TV which she has already paid to the manager of her service flat. This has been the case since the end of last year. Every month, I have to contact them several times to sort this out, each time I am promised that everything is in order. Even the manager of the service flats has called.

When mediation by the Mediation Service leads to an amicable settlement, the parties involved are expected to comply with the agreements made. In 2023, the Mediation Service had to reopen more than 200 complaints, mainly because the complainants claimed that Telenet had not lived up to its commitments. Specifically, the lingering disputes were mainly about invoicing, about which Telenet had made assurances during the mediation process that the necessary corrections were being made. Nevertheless, the complainants found that the subsequent invoice again contained the same errors. The Mediation Service was contacted again because a promise to credit or repay was not kept. The effective implementation of solutions reached by the Mediation Service can indeed be a tool for Telenet to restore customer trust and certainly not to damage it again.

C. CONCLUSION

The very sharp increase in the number of complaints about Telenet determined the 2023 working year of the Mediation Service. It is exceptional, probably even unique, for an operator to record such an evolution in complaints. Sporadically, a telecom company may cause a spike in mediation requests due to temporary structural problems. However, the fact that an increase in complaints about one particular operator has occurred on such a scale throughout a full calendar year is extraordinary. Surely operators are expected to take the complaints to heart in order to initiate structural solutions and to restore the service to users within the shortest possible time.

By mediating in thousands of complaints, the Mediation Service learned that Telenet's commissioning of a new IT platform was usually at the root of numerous, persistent pain points that often left its customers severely aggrieved. It goes without saying that these important problems, for which a top 20 was compiled in this chapter, have given rise to an increased number of contacts with Telenet's front-line services. The complainants' reports leave no doubt that the Telenet helpdesk, regardless of the channel chosen, was not prepared for such a large volume of first-line questions and complaints. Customers were confronted with long waiting times or found that they were not being helped, which meant they often saw no other way out than to call on the Mediation Service.



Since 27 August 2023, my professional email address has no longer been active. After an extensive meander by phone through the Telenet Customer Service (Business), the problem was still not resolved - the only explanation I could get is that due to the switch to their new IT platform, my account data has been deleted/lost.

Although there were exceptions, the intervention of the Mediation Service generally accelerated the desired solution. Complainants who had been working patiently for weeks to activate their telecom services were often able to surf the internet or watch TV programmes a few days later and received acceptable compensation. Months after the cancellation of Telenet services was requested, it could still be implemented with retroactive effect. Credits were refunded after the complainants had previously frequently insisted that this should be done. After mediation, unexpectedly high data costs, which had provided users with many sleepless nights, were waived in full. Social tariff claimants were relieved after Telenet reinstated the reduction on the monthly bills and compensated them for the missed discounts. Subscribers who had not received an invoice for six months were also helped and ended up only having to settle the three most recent bills.

The money has since been returned to my account. You may therefore close the file. I would like to thank you for your intervention: it is only thanks to the Mediation Service that Telenet has actually taken action.

Seven (!) phone calls to their customer service delivered nothing: we were constantly being kept waiting on the line. Everything is in order now and works as it should be. Thank you very much for acting as an intermediary. I am convinced that without your intervention, I still would not have been helped by Telenet.

3. TERMINATION OF CONTRACTS FOR ELECTRONIC COMMUNICATION SERVICES

A. Introduction	45
B. Analysis	46
1. Termination terms and conditions	46
2. Obligations of the operator in case of termination	48
3. Problems inherent in or related to termination	49
4. Post-termination obligations	52
C. Conclusion	53



A. INTRODUCTION

Termination is the act by which one of the parties, in this case the subscriber, cancels an electronic communications services contract.

Given the competitive nature of the electronic communications sector, cancellation is a major issue for subscribers. After all, termination often involves changing operator or supplier. The right to unilateral termination is in fact a privileged tool for end users to take advantage of this competitive environment.

It is therefore important not only to comply with and apply the legal rules relating to termination of contracts in general (Articles 5.70, paragraph 2 of the new Civil Code) and electronic communications service contracts (Art. 111/3, § 1 of the Electronic Communications Act) in particular, but also to avoid any practice or clause likely to hinder the possibility of unilateral cancellation that subscribers have in principle.

Historically, the Law of 10 July 2012 containing various provisions in the area of electronic communications (which came into force on 1 October 2012) marked the first decisive turning point in terms of the termination of electronic communications service contracts. One of the main changes introduced was the option for subscribers to terminate their contract in writing. Previously, only termination by registered letter was permitted. Another important innovation was the limitation of early termination fees. Specifically this meant that from 2012 no cancellation fees could be charged to consumers or subscribers who had no more than five telephone numbers, if cancellation was made after six months from the date the fixed-term or indefinite term contract had taken effect. However, when termination occurred within six months of the contract taking effect, termination fees corresponding to the fees remaining until the expiry of the first six months were due. In addition, 2012 also marked the emergence in the sector of joint offers, which had previously been prohibited in Belgium. In the case of such combined offer, the termination fee may be increased up to the residual value of the product (smartphone, television, laptop, etc.). The changes had a downward impact on the number of complaints relating to termination registered with the Mediation Service. For example, in 2013, one year after the aforementioned Law of 10 July 2012, 1,639 complaints were recorded compared to 2,460 complaints in 2012.

Almost a decade later, the Law of 21 December 2021 transposing the European Electronic Communications Code and amending various provisions on electronic communications (which came into force on 10 January 2022) was adopted. Regarding the cancellation of contracts for communication services, this law changed the framework conditions and, among other things, the concept of a subscriber with no more than five telephone numbers was replaced by that of a company with no more than nine employees. The law also revised the calculation of the disconnection fee for bundled offers, as explained later in this chapter.

Despite these legislative changes and restrictions on termination fees, the termination of electronic communications service contracts remains contentious. Complaints relating to or resulting from the termination are regularly applied to the Telecommunications Mediation Service. In 2023, 1059 complaints on this issue were registered compared to 564 complaints in 2022 (and 792 complaints in 2021). This therefore represents an increase of 87.8%. The main providers involved were, in descending order: Telenet (407), Proximus (268), Orange (219), Scarlet (81), VOO (42).

This upward trend as well as the number of complaints thus noted on a daily basis justify the Mediation Service's interest in this issue. The predetermined analysis is structured around three aspects, each illustrated by examples.

The first part concerns the conditions and handling of termination requests as referred to in Article 111/3, §1, of the Electronic Communications Act;

the second part is devoted to the analysis of successive and related problems faced by consumers and professional subscribers upon cancellation;

the third and last part deals with the obligations imposed both on subscribers as well as to operators and providers of electronic communications services.



B. ANALYSIS

1. Termination terms and conditions

1.1. Termination by phone with customer service

I want to end my contract. I have been calling Scarlet about this for over three months. My parents have also called three times. My aunt has already contacted Scarlet four times to cancel this contract. Nothing works. Nothing is being done. Until my contract is cancelled, I won't pay my bill. I'm going to hire a lawyer. I want Scarlet to cancel my contract and provide me with proof of that.

In accordance with Article 111/3, § 1, paragraph 1 of the Telecom Act, termination may be carried out by any written means. The above-mentioned example illustrates a lack of information about the cancellation procedure. It also shows that first-line services are not always able to correctly inform subscribers about this. Chapter 4 will discuss the functioning of customer services in more detail.

1.2. Misdirected termination requests

I wish to cancel my mobile phone subscription with Proximus. I hope I sent the e-mail to the correct address.

I have a subscription with Proximus but I would like to terminate my contract. I will be travelling next month, in May, and I would like to receive an automatic bill with the remaining payment for the iPhone 12 that I received.

Some subscribers are apparently unaware of where to send their notice to and simply direct their request directly to the e-mail address of the Mediation Service. In such a situation, the Mediation Service transfers the request for termination to the operator concerned. The latter must confirm the termination of the contract and send a confirmation to that effect to the subscriber.

1.3. Termination via the operator's online form and/or the customer area

I called Scarlet for information about cancelling my subscription. I filled in all the personal data they requested online but I still received a bill last week! I followed the same procedure last week and have still not received confirmation of this second termination. Scarlet knows that I have not been able to log into my account for years. I can't prove that I cancelled it! I want full remission of the bill of 16 May in the amount of € 34,00. If I don't send a registered letter, I will continue to receive invoices. I refuse to do so and I refuse to pay this and any subsequent bills simply because Scarlet and their service is not in order. It's sad that a long-term relationship has to end like this.

Most providers and suppliers of electronic communications services make online forms available to subscribers who wish to cancel their subscription. While such initiatives, intended to make it easier for subscribers, would appear, at first glance, to be commendable, it is still necessary to ensure that termination requests submitted via this channel are actually processed. The initial cancellation request should also be available and accessible through the customer account of the subscribers concerned. That way, in case of a dispute or contestation, the cancellation request can always be validly submitted.

Pursuant to the duty to advise and inform inherent in the principle of good faith performance of the agreements referred to in Article 5.73 of the New Civil Code, operators must, in particular during telephone contact with their front-line services, usefully inform subscribers regarding the general cancellation conditions. They are also responsible for ensuring that such general terms and conditions comply with Article 111/3, § 1 of the Law on electronic communications. In this respect, it is up to the operators to communicate clearly and transparently about the termination procedures.

On the other hand, given the general lack of knowledge of some subscribers, it should be noted that the termination terms and conditions are, in principle, specified in the general terms and conditions governing the subscribers' subscription/contract. Subscribers and users are therefore advised, as prudent and reasonable persons, to read them before requesting termination of their subscription/contract.

1.4. Termination following the Easy Switch procedure

After switching operators (Orange to Proximus), Proximus did a poor job and failed to cancel the television and internet (phone subscription was cancelled). As a result, I continued to be billed by Orange for three more months. I never received the invoices because they were sent to my mother's email address (it was her postal address). I then never received any letters or registered letters from the bailiff because he didn't have the correct address. Proximus can't do anything because it's been too long. I would like a commercial gesture equal to the amount I have to pay, with compensation for everything I've had to go through in recent months due to the error by a Proximus employee.

It is essential for consumers that switching from one provider to another is as easy as possible, without any excessive interruption in service or periods of double billing. This is precisely the objective of the Easy Switch procedure in force since 2017. This procedure aims to facilitate changing provider. In accordance with this procedure, it is, in principle, the responsibility of the new provider to terminate the subscription with the former provider. In this respect, in 2023, there were 195 complaints in which it seems that the new provider did not terminate the subscription with the former provider. For more information on the Easy switch migration procedure, please refer to the 2022 annual report, chapter 9.



2. Obligations of the operator in case of termination

The various examples of complaints referred to below demonstrate, to so far as still necessary, the need for providers to process termination requests that are validly sent to them. Pursuant to Article 111/3, § 1, paragraph 3 of the aforementioned law, such processing requires providers to terminate the contract, depending on the situation, at the end of the notice period or at the time chosen by the subscriber. In the event of a request for immediate termination, the cessation should be executed as soon as technically possible. If the terminated contract assigned a national numbering plan number, providers are required to provide the subscriber with written confirmation of the disconnection. Finally, delays and other negligence noted in the handling of termination requests hinders subscribers' right of unilateral cancellation and may discourage them from switching provider.

2.1. Delayed processing or failure to process the termination request

Despite several contacts with the provider IPTELECOM via telephone and email to request cancellation of my line, to date, nothing has been done! I have contacted them four times without success.

As part of the examination of the aforementioned complaint, the provider concerned finally confirmed receipt of the termination request but indicated that it would cancel the lines at the end of each month, in complete contradiction to the legal guidelines.

I am disputing the invoice demanded by my former provider more than one year after termination was notified in a timely manner, with written confirmation from Sync-Solutions taken over by One-Partner. They didn't even bother to consider the registered letter with acknowledgement of receipt sent at the time. I want this "fake" invoice, demanded more than one year after termination, without any details, to be cancelled.

Even when subscribers give notice of their termination in accordance with the procedures defined in Article 111/3, paragraph 1 of the Act on electronic communications, or the general terms and conditions, it is not uncommon for the provider to delay or even simply fail to confirm the duly notified termination. This results in a certain amount of inconvenience for subscribers, such as needing to repeat their termination request or continuing to be billed, reminder fees or, as in the example given below, collection costs.

I continue to receive invoices. I contested these bills given my request to stop the subscription. I never received any response from Orange. On 2 January 2023, I suddenly received an email from Orange informing me that my contract was going to be terminated (quid?). Today, on 20 January 2023, I have received a reminder from a bailiff (dated 17 January 2022) by post requesting payment of €352.59 charges.



2.2. No confirmation from the operator

I cancelled all my subscriptions with VOO (internet and TV). The cancellation was done via the contact form available in my customer area on the VOO website, in accordance with the law and VOO's general terms and conditions. Despite my multiple queries, I have not yet received any confirmation that my termination request is being processed to date. My queries have always been in writing, through the contact form available or via VOO's Facebook chat. To date, they continue to send me bills, all disputed via the contact form in my customer area.

The operator's written confirmation of the termination is of particular importance in the event of, for example, disputes about invoices that are still issued after the termination. Such confirmation not only proves and confirms the termination, it is part of good business practice that should be followed by any provider. Finally, if the terminated contract assigned a national numbering plan number to subscribers, providers must provide them with written confirmation of the disconnection of that number.

3. Problems inherent in or related to termination

3.1. Specific problems to consumers

3.1.1. Termination of combined offers: residual value

In the case of a combined offer, an additional termination fee may be demanded from a consumer who has received a product, free of charge or at a lower price, the obtaining of which was linked to signing up to or maintaining the subscription. However, this additional fee shall only be due provided that it does not exceed the amount of the fees remaining until the expiry of the subscription. In other words, when a combined offer is terminated, the provider may only bill the lower amount: either the fees due until the end of the contract or the residual value of the device (Article 108, § 1, c, IV of the Telecommunications Act).

I have been a customer of VOO for more than 15 years. I have a trio relax contract including internet access, TV and two 5 GB mobiles. As VOO wanted to grant an extra 5 GB and increase the bill for mobile by €2.00 per mobile, I let them know that I didn't agree since I use less than 5 GB per mobile. They told me that the 5 GB benefit was mandatory. Because of this, I informed them by telephone that if they continued on the taken path, I would leave VOO. It was then I found out that I was locked in for 24 months as a result of a gift for a new mobile phone, a Xiaomi 12T, for which I paid €99,00. On 12/09/2023, I phoned and was told that if I stopped my subscription, I would have to pay €354,00. Since I thought it was one mobile phone, I asked which of the two mobiles I could discontinue and she told me it was of no consequence which one I discontinued. At the end of September, I left VOO for Orange, leaving just one mobile phone with VOO. After receiving a bill for €354.17 this Friday, I phoned VOO at 8:30 a.m. on 2/10/23 to get some information.

This complaint demonstrates the importance of properly informing consumers of the fees incurred in the event of early termination of a subscription linked to a combined offer. It should be noted that Article 110 § 4, 2° of the Telecommunications Act specifically requires providers to provide information on the consumer's invoice as to whether the contract is for a fixed or indefinite period and, if applicable, on what date there is no residual value to pay for equipment. For each fixed term contract, the date from which a fee is no longer due for terminating the contract should be indicated. Any indication should be legible and clearly visible.

More fundamentally, this complaint also raises the question of whether or not the right to cancel free of charge following changes to the contract (Article 108, § 4 of the Telecom Law) applies to combined offers. A priori, it seems difficult for consumers who take advantage of a combined offer to cancel their subscription free of charge in the event of a change to the contract terms and conditions.

3.1.2. Termination in case of the subscriber's demise

It involved cancelling the subscription of my mother who died at the end of December 2022. The customer number is in her name. Proximus continues to invoice despite our repeated attempts to cancel the subscription. Proximus says they are continuing to bill and the amount has built up to cover the months of January and February 2023. I want the subscription to be terminated as of 31 December 2022 and subsequent invoices to be cancelled.

In the event of a death, operators often delay in ratifying the termination forcing the beneficiaries to take repeated administrative steps. Therefore, the Mediation Service can only ask providers to be more attentive to the specific circumstances connected with decease and to avoid, as much as possible, any kind of inconvenience for the persons concerned.

3.2. Issues specific to business subscribers

3.2.1. Termination fees

The limit on the fee that providers can charge in the event of early termination of a contract is only of benefit to end users who are consumers, micro-enterprises, small enterprises, micro-non-profits or small non-profits. It does not apply to subscribers with more than 9 employees. Consequently, for this last category of end users, the fee due in the event of early termination of the contract can be relatively high.

However, in some cases, such terminations are the result of incorrect information provided in the course of commercial marketing. This information generally relates to the quality of the services or the contractual situation of the subscribers approached. In these two scenarios, the intervention of the Mediation Service is mainly aimed at cancelling or limiting the termination fees.

We were previously customers of Orange for our fixed and mobile phone services. After being approached by a representative of Telenet and he confirmed us that we were contract-free, we decided to switch to them. Unfortunately, it turned out that Telenet had lied to us and that we were still under contract with Orange until March 2024. Orange is therefore seeking the payment of €12,123.84 for breach of contract.

In this case, following the intervention of the Mediation Service, Telenet decided to terminate the contract free of charge on an exceptional basis and therefore saved the complainant from having to pay the amount initially demanded by the complainant's former provider (Orange).

I switched operators. I switched from Proximus to Orange based on a comparative study carried out by independent from Orange. Once the subscriptions were active, I noticed that the telephone network was a disaster and that I had almost no coverage at home or at my partner's. After a multitude of telephone contacts with Orange customer service, who told me each time that there were problems on the network but that it would get better, nothing improved and I was therefore forced to go back to the Proximus network. I'm on call to carry out road salting and snow ploughing and I have to be reachable 24/7 from 15/10 to 15/04 each year. After that, I received a bill of €2,900.00 because I terminated the subscriptions early. I disputed the invoice but, in spite of everything, Orange took the corresponding amount via direct debit. I have called several times but nothing works, they're not listening. I demand a refund for the bill. I contested the bill and they still took the money; I feel like I've been robbed.

In this case, Orange confirmed the complainant's numerous calls regarding the quality of the service at his home while specifying that the service had been provided, available and optimal at the company's address. In addition, Orange confirmed payment of the bills and final bill including the fees for early termination of the 24-month contract.

Since the amount of the termination fee had been initially calculated on the basis of the old legal provisions (subscriber with more than five telephone numbers and 22 months remaining on the contract concluded on 28 October 2021), the Mediation Service contacted Orange in order to have the amount revised based on the new legal provisions stemming from the Law of 21 December 2021 and which came into force on 10 January. Given that the company in question had 8 employees, the termination fee had to be limited to the subscription fees due until the end of the sixth month following conclusion of the contract. In the end, Orange accepted the Mediation Service's proposal for conciliation and refunded €2,448.00 to the complainant.

3.2.2. The problem of telephone central systems

We have terminated our Proximus contract. Proximus is applying a termination fee of €2862.30. The Forum PBX was no longer working and we had the option of terminating the Proximus contract free of charge. This was mentioned on the invoices. The charges for breach of contract apply from 30 June 2022. The amount of the breach of contract charge is €2862.30. This fee is not subject to VAT. The amounts may change depending on the effective termination date.

In addition to the termination fee itself, subscribers with more or less than 9 employees are often faced, following termination of their contract, with related costs for rental of telephone systems or penalty clauses.

In the above-mentioned case, despite the recommendation made by the Mediation Service, Proximus maintained the charges resulting from the termination of the rental contract for the telephone system.

Proximus considers telephone systems not to be electronic communications services within the meaning of Article 2, 5° of the Act on electronic communications and therefore that they do not fall within the scope of Article 111/3 of the aforementioned law.

Proximus' position is also based on Article 10.2 of its general terms and conditions, which reads as follows: "Where customers wish to terminate the contract during the initial period or where Proximus is required to terminate the contract during the initial period in the event of non-compliance by customers with their obligations, Proximus shall have the right to automatically charge a termination fee for early termination of the contract. This fee shall be irrevocably fixed at one hundred (100) percent of the fees still due until the normal expiry of the contract".

Regarding the rental of a telephone central, the Mediation Service questions the reasons why Proximus, like other operators such as One Partner or 2BE Connected, does not apply the same principle as for other equipment such as modems for example; i.e. the possibility for the end-user to return them and not having to pay the associated costs. Moreover, the end user doesn't have the option to keep the PBX and possibly connect it through another operator.

Article 11.1 of the general terms and conditions specifies that *the customer is required to return the telephone system to Proximus in its original condition, apart from normal wear and tear, within three working days following the end of the contract, regardless of the reason, the customer shall no longer use the software or the documentation and shall return the copies in its possession to Proximus.* Under these conditions, the legitimacy of fees resulting from the early termination of the rental contract is questionable.



4. Post-termination obligations

In principle, termination releases the contracting parties from their respective obligations. Contracts for electronic communications services deviate somewhat from this principle. Notwithstanding the termination of the subscription, both subscribers and providers continue to be subject to a certain number of obligations. This is the case, for example, in regard to the providers' obligation to maintain access to the subscriber's email address for 18 months after termination or to allow portability of the number for one month following termination.

4.1. Post-termination obligation: return of equipment by the subscriber

I signed a contract with Orange in 2016. I terminated the contract in 2017 and paid the termination fees. In December 2022 I received a bill for subscription fees and in early 2023 a formal notice for unpaid bills, and last week yet another bill. Customer service couldn't explain why. Now, their asking me for equipment that was installed in 2016. The technician removed everything in 2017 when uninstalling. I don't owe them anything. Neither a bill nor any equipment. I don't want to hear anything more about Orange.

I requested the deactivation of my mum's subscription, who has just been admitted to a nursing home. After a conversation lasting 30 minutes and 38 seconds, the provider told me that I would receive a confirmation email during the following week. Having received nothing, I called them back (17 minutes and 23 seconds), and they told me that the line would be disconnected once the equipment was returned to a Telenet store. We travelled to Chimay (38 km) only to be told that the person could not take back the equipment because the line had not been deactivated. We called the cancellation department there in the store, but they were also unable to disconnect the line. We therefore returned home (38 km) with the equipment. Is it normal that after spending 1 hour, 13 minutes and 46 seconds on the phone and 1 hour 10 minutes in the car that we still don't have a solution to our problem? I would like the contract to be terminated quickly with retroactive effect on the date of the initial termination request.

In 2023, no fewer than 953 similar complaints were filed to the Mediation Service. The main grievances concern the demand, sometimes via a bailiff or a debt collection company, for charges for non-return of equipment several years after termination and the resulting difficulties with providing proof for both subscribers and providers. The charges for non-return of equipment billed vary quite significantly in most cases and are, at first glance, difficult to justify. Another category of complaints relates to the lack of information, as illustrated in the second example, relating to the terms and conditions for return of the equipment. There is sometimes confusion on the part of certain subscribers who equate returning the equipment with termination. Several dozen complaints relating to this issue are recorded annually within the Mediation Service.

In addition to the charges associated with the non-return of equipment, some providers and, more specifically, Orange, bill for fixed environmental-type fees intended to cover the costs of shipping, handling, servicing or damage to the equipment.



4.2. Post-termination obligation: Reimbursement of fees

I contacted VOO to terminate my subscription. Previously, an undue payment was to be refunded, which never happened! VOO overcharged me: for example they billed me for a full month of data/internet tv even though the contract had been terminated since the 7th of this month. I want the company to comply with the Civil Code regarding the refunding of undue payments, namely reimburse the customer as legally stipulated and not illegally hold "hostage" the amount of the undue payment. The provider maintains that any partial month of data usage will be billed as a full month.

Subscription fees are generally paid in advance. When termination occurs during the billing cycle, the provider is therefore required to reimburse the subscriber in proportion to the fee corresponding to the period remaining until the expiry of the billing cycle concerned. As mentioned in the above-mentioned example, there is unjustified enrichment (Article 5.135 of the new Civil Code) or undue payment for the portion of the fee after termination. Applying Article 5.34 of the new Civil Code, the operator is obliged to return the amounts unduly received to the subscriber.

Beside this scenario, there are also other situations in which payment by the provider of a credit note in favour of the subscriber is problematic. Usually, after intervention by the Mediation Service, the provider pays the amount corresponding to the credit note to the subscriber's bank account.

I terminated my contract with Hey! and have a credit note to be deducted from my next bill. A bill that I will not get because I'm no longer a customer. I haven't received any information about reimbursement, there's nothing in the FAQ and I can't track it in the chatbot on the website.

C. CONCLUSION

Given the competitive nature of the electronic communications sector, the right to terminate contracts unilaterally is just as important as the freedom to decide whether or not to enter into a contract. In a constantly changing market, it is important that end users can, depending on their needs, cancel a particular service or even switch provider if they wish to.

It is also important to inform users about the termination terms and conditions or the practical or financial consequences resulting from them. Many complaints relating to the termination of contracts for electronic communications services submitted to the Mediation Service result from a lack of information on the part of subscribers, despite the various legal obligations for providers to provide information.

Moreover, in regard to business subscribers in particular, certain commercial practices (penalty clauses, rental of equipment) seem to be real obstacles to termination.



4. CUSTOMER SERVICE OF TELECOM OPERATORS

A. Introduction	55
B. Difficult accessibility of telecom operators and means of communication	56
1. Phone accessibility	56
2. Lack of communication channels	57
3. Online customer zones	58
C. Quality and efficiency of customer services	58
1. Lack of an internal follow-up system	58
2. No written confirmation of what was agreed	59
3. Lack of customer orientation	59
4. Insufficient customer service and communication in technical complaints	60
5. Language barriers	61
6. Self-service tools	62
D. Conclusion	62



A. INTRODUCTION

First-line customer services are by definition the preferred point of contact when a customer wants to contact their operator. They play a crucial role in ensuring a positive customer experience. It is the task of the front-line service to answer or resolve questions about, for example, the subscription conditions, invoicing and technical problems from telecom customers quickly and efficiently. A customer-oriented service is a quality element when it comes to choosing an operator. Some customers opt for a limited service from the operators, while others, in contrast, demand a fully automated, reachable and accessible customer service.

Despite this fundamental role, various problems are observed within the customer service operations of telecom operators. Based on the complaints submitted in 2023, this chapter discusses the problems with the operation of customer services using two criteria; the accessibility and lack of channels of communication on one hand, and quality and efficiency of the service provision on the other. The aim is to provide an analysis of the various aspects of a customer service, taking into account the applicable legal provisions that govern and guarantee the service provision.

In 2023, the Mediation Service registered a record number of 2548 complaints about the customer service of various telecoms operators. Compared to previous years, there has been a significant increase, with the number of complaints in previous years being 953 in 2022, 1049 in 2021 and 761 in 2020. The complaints about the functioning of the customer service are almost always linked to other problems (invoicing, disruptions, etc.). In 2023, the Mediation Service also registered 1329 telephone calls in which end users expressed their frustration with how they had experienced the first-line service of an operator. Given the 1047 calls in 2022, we can also speak of a significant increase here.

This remarkable 2023 evolution was partly influenced by Telenet's move to a new IT system (see chapter 2), which led to significant problems and forced many customers to contact their operator to resolve issues that had occurred resolved. Excluding the 1369 complaints against Telenet in 2023, the total number of customer service operation complaints is still higher than the combined total of 2022, which included Telenet. This points to wider challenges within the telecoms sector.

The analysis of the complaints discloses that in addition to the shortcomings at Telenet, other operators faced a significant number of complaints. In 2023, notably 750 Proximus customers, 266 Orange/Hey!-customers, 127 Scarlet -and 39 VOO-customers expressed their dissatisfaction with the poor functioning of customer service.

The complaints highlight some recurring problems and common threads described in previous annual reports, but also reveal new issues. The concept of customer service goes beyond the traditional perception that it is only necessary when customers want to contact their operator because of a problem. It is a continuous process that starts before the actual customer relationship in the choice of an operator and does not stop with the termination of an agreement. Both potential customers and ex-customers require a properly functioning customer service. The information provided by operators on their website or in their customer zones also falls within this domain.

In 2023, the Mediation Service noted various categories, including 872 complaints about the accessibility of front-line customer services, 872 complaints about the quality of customer service/customer-centricity, 349 complaints about inadequate and/or incorrect information and 286 complaints about the online customer zones of the various operators. In the following sections, we will look at these various topics in more detail.



B. DIFFICULT ACCESSIBILITY OF TELECOM OPERATORS AND MEANS OF COMMUNICATION

Easy reachability and a short response time are undoubtedly some of the most important quality criteria for any well-functioning customer service. The large number of complaints in which this aspect is highlighted as insufficient, emphasises that there is still considerable work to be done by the operators, this year in particular by Telenet. In addition, many complainants experience going through a selection menu and the subsequent waiting times as a true test of their patience.

1. Phone accessibility

Last Wednesday 5 July 2023 at 5:09 p.m., I wanted to contact Proximus regarding a question about my invoice. They said that the waiting time could be up to ten minutes. I waited 33 minutes and 25 seconds and my call was still unanswered. Today, 10 July, I called again at 8:37 a.m. They said that the waiting time could range from two to five minutes. I waited one hour, zero minutes and three seconds without any response. Isn't this very disrespectful?

Since 10 January 2022, Article 116 of the Electronic Communications Act has stipulated that operators are legally obliged to respond to calls to their customer services within a time frame of 2.5 minutes. If this period cannot be met, the user must be given the opportunity to leave his data so that he can be called back at a later moment. However, in the event of general or major problems or other exceptional events, this obligation does not apply.

In 2023, 539 complainants reported problems with the phone accessibility of their operator: 423 complaints about Telenet, 85 against Proximus, 20 against Orange. These figures mark a significant increase compared to 2022, when the Mediation Service recorded 102 complaints (38 Proximus, 27 Telenet, 17 Orange). The general numbers of the first-line customer services of the major operators which had to handle the considerable flow of calls and which customers are expected to call, were overloaded far too frequently in 2023. We can no longer speak of an exceptional situation when the large-scale reachability problems persist for months and rather appear to be more of a permanent structural nature.

In some cases the connection was broken before the customer could speak to an employee, while in other cases this happened during the transfer to the competent department. Some complainants who had passed on their details claimed the operators had failed to comply with the promised callback. Reachability by phone was also an issue when the customer was no longer a subscriber.

The landline of my mother (86) has not been working for about three weeks. I've tried to contact the operator several times but you just can't 'get in'. I wish that Telenet would just at least pick up. That's the least for what you pay. But all I was told was: "In order to provide you with a better service, we are currently installing a new system. This can lead to a waiting time of up to half an hour."

Testimonies from vulnerable users, particularly older subscribers, suggest that seniors prefer to use the phone to seek help. They usually keep on calling until they can finally speak to a physical person; answering machines or chats are not preferred. For them, personal customer service and, in particular, reachability are crucial success factors for maintaining an independent and autonomous life for as long as possible.

In the UK, several telecoms operators have already taken measures that address the support needs of vulnerable users. The UK Mediation Service has found that when a first-line operator offers such tailored support and fulfils specific requests, this has a favourable impact on the number of complaints. One concrete measure could be to have a customer service employee act as a single point of contact within the company, fulfilling the query or complaint of the vulnerable user and personally providing feedback within a reasonable, pre-announced timeframe.

The Mediation Service would like to encourage the operators to take measures to ensure an user-friendly, efficient and empathetic first-line handling of questions and complaints from vulnerable users.

2. Lack of communication channels

The Proximus website is not work properly; there is no way to send an email despite an indication on the website that this should be the case. It is however possible to make contact by telephone or to chat, but you have no evidence of the discussion afterwards. I would like Proximus to clearly provide a functioning email address on their website.

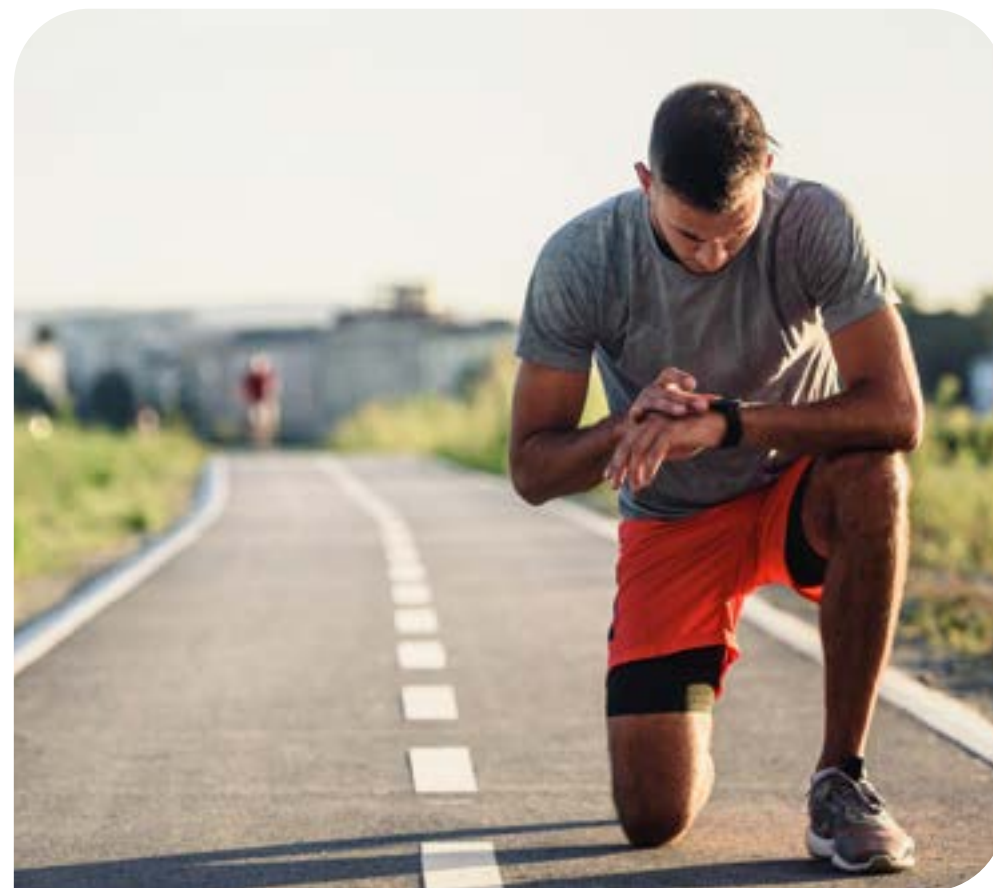
In 2011, the customer friendliness charter placed a strong emphasis on telephone-based customer service. Today, at the initiative of the various operators, many new contact channels have been added, such as chat, chatbots and social media. In community zones, customers share experiences and knowledge with each other. Contacting the front-line customer service by phone is often not enough to resolve (lingering or structural) problems.

In 2023, 293 complainants (138 Telenet, 94 Proximus and 42 Orange/Hey!) filed a complaint to the Mediation Service because they felt the communication channels offered by the operators were inadequate. Tientallen klagers benadrukten vooral dat ze tevergeefs op zoek waren naar het e-mailadres van de operator. Dozens of complainants stressed that they searched in vain for the operator's email address. In some cases, complainants identified a disproportionality: while they received emails from their operator, they were not permitted to reply to them via the same medium.

In this regard, the Mediation Service emphasises that, in accordance with Article VXi.2. of the Code of Economic Law, operators must provide information in a clear manner about the telephone and fax numbers as well as the electronic address of their company.

The Mediation Service also received complaints from users who were not satisfied because their operator could only be reached via chat or that the option to send an email had been removed in favour of a chat function. Such complaints were submitted about Hey!, a brand of Orange or Zuny (VOO). Although these new communication methods probably fit the profile of the vast majority of customers who choose such brands, the Mediation Service stresses the need for clear communication when replacing traditional methods such as email or complaint forms with more modern means of communication.

The Mediation Service recognises that some complainants expect a physical person as interlocutor, but stresses that chat functions are not necessarily bad and that they can provide added value, depending on the quality of the interaction. A balanced system is essential in this regard. However, complainants rightly point to a concrete disadvantage of chat as a means of communication; namely the absence of an option to track or store the data exchange, in contrast to email traffic. As a result, the end user has no evidence in the event of non-compliance with any commitments or agreements made on the part of the operator.



3. Online customer zones

I have delayed and tried to avoid making this complaint several times, but when nothing else helps. I have not been able to unlock mailboxes since early 2023 (alias blocked for six months), see no mobile usage, cannot adjust users, etc. Multiple pending tickets for IT since February, but alas. I have been an all-in customer with Telenet for a very long time (+/-15 years), but this is unprecedented. I want a normal working customer zone, for which as a customer you pay more than enough. Telenet always replies that it is being handled; for more than six months tickets have been pending for IT, but nothing at all is happening. I am about to cancel everything completely after many years as a loyal and satisfied customer.

In 2023, 288 complaints were registered (182 Telenet, 62 Proximus and 21 Orange) by end-users who were unable to access their online customer zone. This had serious consequences for the customers concerned, since such platforms are intended for consulting invoices and consumption, adjusting subscriptions and options, asking questions or submit first-line complaints, changing the way invoices are sent, setting usage limits, and much much more. The consequences for the aggrieved users were significant. For example, charges and invoices could no longer be checked or challenged, cancellation of subscriptions (or components of subscriptions) and options could not be carried out, information and awareness-raising regarding data usage was no longer possible, and passwords could no longer be changed (which poses an important risk in terms of online security).

Even in the mediation cases, invariably the help of back office services had to be involved, where the solution in many cases could only be provided to the complainants after considerable delays.

C. QUALITY AND EFFICIENCY OF CUSTOMER SERVICES

Many aspects of our communication and connectivity in the work, school and private sphere depend on the services offered by telecom operators. In 2023, numerous consumers and professional users reported an inadequate quality of first-line services when incidents occurred, leading to frustration and dissatisfaction.

A major concern that emerged was the lack of customer focus. 872 complainants (Telenet 424, Proximus 300, Orange 96) complained to the Mediation Service because of a lack of a customer- and solution-oriented attitude from their operator. In addition, 349 complainants (Telenet 147, Proximus 124, Orange 54) reported inadequate or even incorrect information by front-line employees.

There are hardly any legal provisions on quality standards. Article 116 of the Electronic Communications Act stipulates that the operator concerned must answer any written request for information or any written complaint with a written, detailed and complete response. Article 9 of the Royal Decree on the provision of paid services, regulates the procedure in the event that a customer disputes the collection of amounts for third-party services by its operator.

The Mediation Service highlights some common problems, but strongly advises the operators to perform a thorough analysis of their first-line complaints regarding this issue and to take the necessary measures to address the concerns of their customers as soon as possible.

1. Lack of an internal follow-up system

The internet connection has not been working properly. I have been contacting Telenet by telephone every two days. The same mishmash every time: +/- 1 hour waiting time, the same story again, it is passed on to the technical department again. I would like to see a faster assistance/complaints handling without the cumbersome/time-consuming call-in procedure. No communication to us as customer of what the problem is, and/or a deadline for a solution. Each time we have to go through the Telenet helpline's bottleneck, each time it is passed on to the technical service, and then we have to start all over again.

When receiving a question and/or complaint, it is essential that the reason for this is fully documented. This is because the further handling depends on the correct written record. It is also crucial to ensure that all necessary and taken steps are recorded in the customer file.

More specifically, the Mediation Service considers it necessary that agreements made with customers are accurately documented in order to ensure an effective internal communication flow. In particular, complainants experience frustration by having to repeatedly explain the problem to different employees over and over again or because these employees are not aware of the progress of the complaint. Sometimes it even turned out that the file had been closed while the problem was still persisting. The complainants noted in particular that the systematic planning of the solution, the implementation, as well as the monitoring, was inadequately documented, which, among other things, led to the loss or misplacement of important information or documents.

2. No written confirmation of what was agreed

After many repeated queries, the employee assured me that the installation request would be cancelled. Since this did not happen, I called Proximus three times and spoke with three different employees. Each time, the connection was disconnected after I had given my explanation. The fourth employee promised to cancel everything and credit the invoice. She gave me her 'ID' and promised to send me an email. I never received an email, and when I called back to Proximus and asked for this lady, I get the answer that she was not there, that they are not permitted to do that, or they allegedly connect me and I am left on hold.

In 2023, telecom customers repeatedly encountered difficulties in demonstrating communicated information or agreements made, as telecom companies frequently failed to send written confirmations of telephone agreements. This practice led to a lack of tangible evidence for customers, often putting them in a vulnerable position when discussing disputes or claiming what had been agreed verbally.

With regard to the honouring of telephone agreements, the Mediation Service refers to the commitment of the customer-friendliness charter, in which the signed-up operators committed themselves to confirming verbal agreements by letter, email or SMS, depending on the nature of the agreement. The intention with this is to avoid any misunderstandings about agreements made and to ensure transparency and reliability in customer relations. The Mediation Service stresses the importance of these measures in order to promote fair and customer-friendly service in the telecoms sector.

3. Lack of customer orientation

The problem is that I phoned for 45 minutes to make an appointment and also wanted to make a change to the subscription for the three mobile phones, and I was put through five times, only to be told someone would call me back to sort this out. But alas, that call never came and so I still don't have an adjusted subscription (a cheaper and more efficient package). I would like to ask you to take this seriously and to make it clear to Telenet that I am anything but happy with their service and that this is not a way of doing things.

The complaint management structures, which some complainants described as inadequate or opaque, resulted, they said, in missteps leading to unnecessary time loss. The Mediation Service was repeatedly told that complainants were being sent from pillar to post by their provider, with the complaint quickly becoming an unwanted problem that was repeatedly passed on to other hierarchical levels or departments. For many of the complainants, this was not just a bureaucratic obstacle course, but rather a protracted struggle to get their questions or problems resolved through various first-line channels, before they eventually resorted to the Mediation Service.

The complaints repeatedly indicated that the first-line employees could not or could barely establish contact with the competent back office services. The Mediation Service suspects that these internal services, mainly those of Telenet, were at times heavily overloaded. Such an absence of a solution-oriented approach, where no perspective could be offered with regard to the outlook, understandably aggravates the affected customers. These findings underline the need for operators to improve their complaints handling, whereby seamless communication between first-line services and internal departments is essential.

After numerous calls to Proximus with repeated promises from them to tackle my problem, there is still no solution. Today I called Proximus again, but was sent from pillar to post by no less than three employees and finally they just left me hanging on the line. So I decided to turn to you. I have already spent hours trying to find a solution to a problem that still exists. I have always been a customer with Proximus and previously Belgacom, and I know this company from when I was still living with my parents (we are talking here, all together, about a period of fifty years). What I'm experiencing now, I would never have believed before.

One of the main reasons for the complainants' frustrations was a failure to keep promises. These ranged from statements about deliveries of devices and/or services, service provision and tariffs to guarantees about solving technical problems. The Mediation Service feels that there is mainly a lack of credibility in regard to the customer service because complainants are sent off with promises that are often not kept.



4. Insufficient customer service and communication in technical complaints

I relocated in July. I called Scarlet to transfer the subscription. It was always a long wait to get an appointment. No one showed up to the appointments and they didn't inform me of this. They expected someone to be in the house all day from 8 a.m. to 5 p.m. Because they couldn't give an exact hour. After asking around in the neighbourhood, it turns out that there is no Proximus cable and thus I cannot get a Scarlet subscription. Scarlet never let me know this. So I've been waiting for months for nothing. I sent an email via Scarlet saying that I want the payment of €84.00 refunded. After all, I was paying while I couldn't see or watch any internet or television at all. In the meantime, Scarlet sent me a new invoice. I tried to contact Scarlet again. When I call the phone number, I have to enter my customer number. But that is no longer known. The telephone call was therefore automatically terminated. I cannot find an email address or address anywhere. At Proximus they claim they can't help me. I would like to have the remaining amount back. I also do not want to receive any more invoices.

Unfortunately, when applying for a connection, some customers currently experience a lack of information about the installation options.

A detailed analysis of the customer service in technical files reveals that, for years, operators have preferred to work with a cascade system to provide technical solutions. Unfortunately, this approach means that some customers are often confronted with possibly multiple technical interventions.

The complaints received also show that obtaining a quick and accurate response from the technical department and its employees constitutes a challenge for the administrative colleague who is responsible for the communication with the customer. In some cases, technicians were sent on-site and problems (outside the home) may have been resolved without the administrative case manager or complainant being informed. The absence of mutually effective communication from technicians to customers, between the technical service and administrative staff, and from the technical service to the call centre often leads to a situation of total unawareness for all the parties involved. As a result, the complainants' queries remain unanswered and/or the necessary administrative follow-up cannot be ensured.

5. Language barriers

Connection of office and apartments to the Proximus network. Already on 5 March 2023, I submitted an application for connection. Two appointments were made, each cancelled by Proximus without reason. After making a third appointment, a technician came and called me. He only speaks French while he has to make connections in Flanders. Leaves without connection. I would like a technician who carries out the work, and if he contacts me because something might be wrong, he can explain it to me in Dutch. Proximus's business number is anything but user-friendly, and when you get someone on the line, they still dare to claim that they can't help much further, while I hear that this person has the complete file on their screen.

The language barriers experienced by some customers in their interaction with technicians are also a point for attention. Employees who have difficulty communicating effectively in the customer's language can influence the overall effectiveness of the service. These barriers can lead to misunderstandings, misinterpretations of customer queries and frustrations.



6. Zelfbedieningstools

Technical issues with activating eSIM on my smartwatch. I want technical support ... a real answer. Something. Other than answers from the "Telenet assistant chatbot" that refers to the FAQ, I have received no answer yet from a real person.

In line with a strategic approach to self-service, customer empowerment and the growing need for autonomy and cost efficiency, telecom companies are increasingly introducing DIY alternatives as an innovative answer to traditional customer service. This approach means that certain actions and responsibilities are shifted to the customer.

The do-it-yourself alternative aims to target a certain segment of customers, who may or may not be asking for them, with user-friendly tools and platforms that enable them to independently perform common tasks such as adjusting settings, performing simple technical actions and obtaining relevant information. Instructions, online tutorials and interfaces enable them to manage their needs independently without having to rely on the actual customer service.

However, the ability to act independently in a digital environment does not come naturally to everyone. The goal remains to provide a balanced approach that includes both self-service and traditional customer service. An inclusive approach is essential in order to provide optimal support to all end-users and to ensure that no one is left out in the increasingly digital world.

It remains essential in order to ensure optimal accessibility, regardless of the customer's digital skills, and to provide guidance and support when using DIY tools. At the same time, the Mediation Service emphasises the importance of maintaining human contact and personal customer service. It is worth acknowledging that some customers prefer personal advice and support, especially when complex problems arise, as well as for vulnerable users, such as elderly people who are not always digitally savvy.

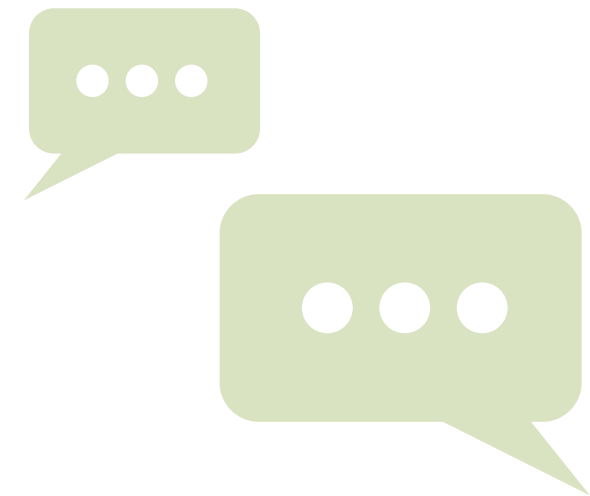
Moreover, digital innovation should not come at the expense of consumer rights.

D. CONCLUSION

The growing problems in operators' customer service, exposed by more than 2,000 complaints, indicate a trend that affects all end-users. Especially in times of significant technical and administrative shortcomings, but also in normal circumstances, it is essential that operators strive to provide a customer service that functions optimally and is easy to access. The persistent complaints about long waiting times and inadequate reachability (including by telephone) are worrying.

Furthermore, other communication channels (chat, chatbots of an impersonal nature, social media) also appear to have shortcomings in terms of a solution-oriented approach and decision-making competence and fail to meet the demand for an efficient and fast service provision.

The evolution is the possible shift of responsibility towards the end-user. Customers are increasingly encouraged to avoid traditional first-line resources and to turn to DIY solutions, such as online customer zones and other customer communities. Offering online customer zones is undoubtedly a blessing for many users. However, this development can result in increased responsibility for customers and a decrease in operators' own services.





5. DISRUPTIONS AND TEMPORARY UNAVAILABILITY OF ELECTRONIC COMMUNICATION SERVICES

A. Introduction	65
B. Analysis	66
1. Operators' obligations	66
2. Temporary unavailability or absence of service(s): subscriber's rights and legal recourse	70
C. Conclusion	72



A. INTRODUCTION

The conclusion of a telecommunications or electronic communications services contract entails obligations for both the subscriber and the provider. In essence, it results in reciprocity in the parties' rights and obligations.

The subscriber is obliged to use the services in a prudent and reasonable manner and to pay the bills in accordance with the procedures defined by the provider.

Consequently, the provider undertakes to take all the care of a reasonable prudent person with a view to providing access to one or more electronic communications services and ensuring their proper functioning. In this respect, the provider undertakes a best efforts obligation (Article 5.7, paragraph 1 of the new Civil Code).

In this sense and purely as an indication, Article 5.1. of the general terms and conditions of Proximus (for consumers and small businesses) expressly states: "Proximus undertakes to use all means necessary for the proper functioning of the service and to provide this service in accordance with the contract and as soon as possible. It alone shall determine the technical means necessary for the provision of the service. Unless otherwise expressly stated, Proximus does not guarantee a minimum level of service quality and Proximus' obligations must be considered a best efforts obligation."

In the same spirit, Article 1.1 of the special terms and conditions for the Internet service states: "Proximus undertakes to use all means at its disposal to provide its Customers with access to the Service, including via Wi-Fi, and network security. However, Proximus makes no warranty, either express or implied, as to the capacity of the service to meet the customer's expectations or needs, or as to the error-free or uninterrupted operation of the service."

In concrete terms, the provider must, first and foremost and regardless of the quality of the services, ensure continuity of the services. Currently, such continuity of services is, given the increased digitalisation of society, more than an essential necessity for the carrying out of a series of professional activities or simply relating to everyday life.

I have had no internet, TV or landline since 20 June. I have a €42.00 trio pack with Scarlet. I've received no explanation for the outage. I'm waiting for a technician to come to my home and fix my connection problem. I want the days when I didn't have the connection to be deducted from my bill.

In case of interruptions, breakdowns or unavailability of services following network or infrastructure maintenance or development work, it is the responsibility of the provider to restore the services as soon as possible and therefore ensure their continuity.

In general, in the event of temporary unavailability of services and therefore non-performance of the provider's obligations, the subscriber is legally entitled to request the prompt restoration of the services concerned. This is indeed the main priority concern for subscribers. At the same time, the Mediation Service considers that subscribers do not have to pay for services not provided and is therefore in favour of the automatic reimbursement of the fee corresponding to the period during which the services were unavailable. This position also complies with Article 5.97 of the new Civil Code (right to a price reduction). Finally, financial or any other form of compensation may also be granted to the subscriber. This compensation is intended to restore the contractual balance as well as a certain reciprocity between the rights and obligations of the parties to the contract.

The Mediation Service regularly receives complaints about temporary unavailability of the service(s) due to disruptions or breakdowns. For instance, in 2023, 3983 complaints about disruptions were registered, more than double compared to 2022 (1686). These complaints related to one or more services in the case of bundled offers (pack): internet (1452), pack (822), television (734), mobile telephony (639) and fixed telephony (295). In addition, there were complaints about defects and malfunctions resulting of maintenance or development work by the operators (43 in total). The main operators involved were, in descending order: Telenet (2004), Proximus (1408) and, to a lesser extent, Orange (251) and Scarlet (188).

By comparison, the number of complaints about compensation due to temporary unavailability or absence of services is significantly lower than the number of complaints about disruptions: in 2023, 1050 complaints about compensation due to temporary unavailability/unavailability of services were submitted to the Mediation Service. These requests for compensation account for almost a quarter of complaints due to disruptions and other breakdowns. Where appropriate, this confirms the priority given by subscribers to rapid reactivation of their services. The complaints about compensation requests mainly concerned: Telenet (523), Proximus (371) and, to a lesser extent, Orange (80) and Scarlet (53).

The main points of contention generally concern the time taken to fix the problem, the provider's ineffectiveness or inefficiency in finding a solution or an alternative and, finally, the financial or other compensation due to the subscriber to make up for the inconvenience experienced.

These are the issues addressed in this article. The proposed approach involves two perspectives and is mainly based on examples of complaints. The first step is to address the question of the temporary unavailability of service(s) from the perspective of the providers. This issue will then be analysed from the end user's point of view.



B. ANALYSIS

1. 1. Operators' obligations

1.1. Different examples of temporary unavailability of service(s)

The circumstances in which a provider is unable to provide its services are many and varied. The examples below therefore cover the most significant scenarios and are a non-exhaustive overview.

1.1.1. Temporary unavailability of services due to general disruption

Since 5 April, there has been a power outage and problems with the internet. Someone came round on 11 April and replaced the old equipment (from Telenet). I then had to wait until Tuesday to get the equipment. Then go to the store after work on Tuesday. We haven't received any equipment. It's now one month later with no solution.

Whether the general outage is attributable to the provider or a third party (an electricity supplier for example), does not detract from the obligation to restore continuity of services as soon as possible. In such circumstances, the urgent implementation of technical and administrative measures is essential, both in the interest of the subscribers concerned and the provider.

1.1.2. Temporary unavailability of services following activation of fibre

We had fibre installed a few weeks ago. Since then our installation has been down. No internet, landline or TV. We use the internet for teleworking. It's no longer possible to communicate with my elderly mother who lives in Spain. I want, at the very least, a credible date for a technician visit so that we can plan our professional activities. We have already lost more than 20% of this month's usage. I would expect to see a proportional reduction in the bill. Proximus acknowledges the need for a technician visit. We call 0800 every day but we are given no credible date for a visit.

As noted in the 2022 Annual Report, Chapter 6, the activation of fibre internet results, in certain cases, in service failures and faults. Furthermore, the Mediation Service notes that in some complaints, the handling of these failures is often chaotic. Getting an appointment for a technical intervention is a difficult.

1.1.3. Temporary unavailability following maintenance or network development

All providers must ensure maintenance and development of their infrastructure. This maintenance is likely to result in longer or shorter periods of unavailability and impact the quality of the services to the detriment of the subscriber.

We are having problems with Proximus' services due to work in the surrounding area. We regularly have landline telephone, television and Wi-Fi outages. The problems have got worse. The house next door has the same problems with the landline. We hope to have normal service and compensation soon.

Generally, back office employees at operators favour compensation in case of unavailability due to maintenance work. Thus in this case, Proximus confirmed having identified major problems in the area of fixed telephony, which required works to be carried out. Following the intervention of the Mediation Service, Proximus also decided, for commercial considerations to award two months' compensation to the subscriber.

1.1.4. Temporary unavailability of services following bad weather

Since the floods, the cables in my street have still not been replaced. We have to wait for the underground cables to be replaced (the flood dates 17 months ago). I would like Proximus to carry out the necessary work to replace the damaged cables. Several technicians have visited; the issue originates in the cables in the street.

Many electronic communications networks and other equipment were damaged as a result of floods in Belgium during July 2021. However, 17 months later, it is regrettable that some complainants are still currently without telecom services. The restoration of these services should be a priority for providers. Force majeure doesn't in any way excuse them from having to restore the services within a reasonable period of time.

I would like Telenet to take action on Wi-Fi disruptions. It's been going on for months and every year it's the same problems in winter because of the cold (no more Wi-Fi). It's going to be two months since there have been problems and they're not doing anything; or worse, they're laughing in my face. We're entitled to a service that works given that we're paying for it and it's not cheap! How are we meant to work from home? How do I explain to my child that he still can't watch his shows? It's the same fiasco every winter.

In addition to these extreme weather events considered as cases of force majeure, certain cyclical weather phenomena require operators to anticipate or be proactive to some extent.



5. Disruptions and temporary unavailability of electronic communication services

1.1.5. Temporary unavailability of services inherent in the digital/IT infrastructure of the operator

Since 21 June, I no longer have any internet, TV or landline. Since then, I've been in contact with Telenet's customer service. On the first day it was an outage and I had to wait; the next day he was going to take note of it and contact a technician. But with each contact there was no follow-up and the technician was only able to come in a week's time. I am a person with disabilities, I need the phone and everything else. What should I do? Urgent resolution of the problem and compensation for the week without TV, phone and internet.

The overall Telenet issue is covered in chapter 2 of this annual report.

1.2. Obligations imposed on the provider in case of temporary unavailability

Given the reciprocity underlying the electronic communications services contract, each obligation imposed on providers necessarily entails a right in favour of subscribers.

1.2.1. Obligatory effort commitment

I haven't had any internet connection at home since 16 November 2023. First telephone contact with Scarlet on 16/11. Then on 17/11 and 20/11. Online complaint form filled in on 24/11, still no response. This situation is costing me a lot of money in mobile data.

It is not uncommon for providers to be slow to act even though they have been duly informed of the failure. Upon notification of the failure resulting in the temporary unavailability of the service(s), the provider is responsible for taking action as quickly as possible in order to restore continuity of the service(s).

In certain legally-defined cases, the provider is required to act promptly in order to carry out the necessary repairs and restore continuity of the services. Thus, Article 105/2 of the Electronic Communications Act provides that in terms of resolving disruptions, providers give priority to emergency services, hospitals, doctors, pharmacists and veterinarians providing a standby service, priority users a list of whom is determined by the King after consultation of the Institute – incidentally currently there is no such list –, work-disabled persons, patients requiring special care as well as persons with disabilities.

In regard to emergency and on-call services, the time taken to resolve the failure may not exceed 24 hours following notification of the provider. Article 105/2, paragraph 2 specifies exactly what intervention by the provider covers. Thus, the intervention by the provider must include the repair of the line or the provision of a replacement service. Finally, all the requirements thus provided cannot result in any additional cost for the end-users concerned.

Internet outage since Friday 3 November 2023 in the morning. I notified Unleashed Mobile Vikings immediately. I sent messages via the provider's platform. I also sent emails, made phone calls. A technician came but did nothing. Promises that a technician would call on 9 November, who never showed up. Promise that a technician would call on the 14th, who never showed up. I want a repair within 24 hours. I also want to receive compensation.

As electronic communication services are virtually indispensable today, all end-users should be able to benefit indiscriminately from an intervention or, at least, prompt action by the operator, within twenty-four hours of the notification of the disruption.

Having noticed Wi-Fi faults, I contacted Proximus at the end of August. As an on-site intervention by a technician was necessary, an appointment was scheduled for Monday 25 September between 12:00 and 18:00. As I did not receive any confirmation (email, SMS,) I contacted Proximus yesterday morning to find out whether the appointment had been scheduled. What do we need to do to get a repair from Proximus? It seems imperative that Proximus contact me as soon as possible in order to reschedule an appointment with a technician to sort out my Wi-Fi. It's proving impossible to check the technicians' schedule, so the only response I've received is that "if the technician plans to visit, he will call you half an hour before he arrives". I waited and, of course, no visit or phone call from any technician.

As illustrated in the above examples, non-compliance with agreed agreements for on-site technical interventions remains a recurring problem in the treatment by operators of identified malfunctions. Compliance with these agreements inevitably determines the timeframe for clearing disruptions. Moreover, the non-compliance with the agreed arrangements not only undermines the image and confidence of subscribers in the operators, but also fuels the dissatisfaction of operators who are often forced to adjust their schedules. Finally, it points to a lack of professionalism on the part of the operator.

1.2.2. Obligation to repair or offer an alternative

I have network problems that cause frequent interruptions to my internet connection. Telenet acknowledges the problem and has already sent a technician to my home. The problem concerns the entire cable in the street that needs to be replaced. I contacted Telenet. I want compensation on my bills until the problem is resolved. Telenet does not intend to grant compensation and believes that the problem is a case of force majeure.

In case of disruption leading to unavailability of the services, the operator must use all available means to restore access to the service(s). This includes making the necessary repairs or, where these are time-consuming, alternatives or replacement services must be offered. The vast majority of complaints about disruptions relate to the, unmissable, fixed internet. In 2023, 1452 complaints about this were registered with the Mediation Service. In these cases, most operators often offer an alternative, for example a 4G modem or additional mobile data.

We've been with you for several years and have never had so many problems since we changed our Proximus box. Since then, the Wi-Fi no longer works. A device that we bought because the installers didn't want to install the modem next to the TV. Today, the only thing proposed or should I say forced on me, is to pay €2.99/month on top of an already too high bill for an internet booster. Any other provider would resolve this type of problem free of charge. It is completely dishonest to require people to pay a surcharge of €2.99/month. Moreover, when I expressed my astonishment at the proposal to charge me the €2.99, your agent replied: "well, madam, if you have a solution go ahead, tell me". As far as I know, it's not my job to provide solutions to retain loyal customers. In addition to your agent's arrogance, the TV has been out of order for several weeks. However, the invoices are always sent.

First-line services should in principle be able to offer substitute alternatives and at least ensure effective and efficient follow-up of disruptions by providing useful information or sound advice to subscribers. Another problem concerns the cost of using alternative communication channels. For example, complainants use their mobile phone as a mobile access point when they face internet problems. This option leads to additional consumption of data and consequently additional costs for subscribers. These costs would logically be taken on by the defaulting operator.

There is a break in the internet cable, most likely caused by work on the gas pipeline. This time, I've had no internet or TV for a week. Therefore, there's no Bancontact or online calendar. However, I can still use it via 4G from my mobile phone, but I end up with a huge bill. I hope that Telenet finds a solution to this problem quickly. I pay my monthly bill on time, but I'm not paying a bill for something I don't have. Telenet tell me that a technician will pay a visit, but there's no date or other information. According to the technician, this may take days or weeks.

In this case, as it involved a business customer, Telenet was willing to do something and issued a credit note equal to two months of free services. However, it was not possible to determine, in this particular case, whether this credit note fully covered the costs of using the mobile data.

My parents are both 88 years old and need help. Phone calls are made daily by them and me to find out how they are doing. The outage has lasted long enough. In addition, I would like to be refunded for the €18.73 subscription for September and the €40.00 top-up we made (via Proximus Pay and Go) for the transfer to his senior phone because his call credit has been completely used up. They have the landline diverted to the senior mobile phone. It was promised to resolve this issue as soon as possible given the circumstances. This has not been done to date.

In addition to disruptions affecting Internet connections, those relating to landlines also require the implementation of alternatives such as the use of prepaid cards, thereby allowing the subscribers concerned to benefit from a telephone service. In this last example, following the intervention of the Mediation Service, Proximus agreed to credit the subscription fee as well as the top-up of €40.00.

Ultimately, most providers are willing, after intervention by the Mediation Service, to pay for the costs inherent in alternative services. It should be noted, however, that this payment was made after the fact, forcing the complainants to pay in advance, even though this could be offered as soon as the failure is reported. This lack of proactivity or spontaneity also sometimes manifests itself in the technical alternatives proposed. It is essential that providers immediately offer replacement alternatives and systematically cover the resulting costs, therefore avoiding any subsequent argument or dispute over the matter.

2. Temporary unavailability or absence of service(s): subscriber's rights and legal recourse

2.1. Impact of unavailability of services for subscribers

We've had no phone for 10 days. We only have a landline. We're over 80 years old and need help. We also have a medical alert that we can use to call for help if necessary. The alarm uses the phone line and is currently not working. In the event of an emergency, we can't reach anyone. Our children, neighbours and others have already called Proximus several times to discuss this issue. Each time, we are told that the problem will be resolved as soon as possible but to date, our phone and alarm are still not working. We feel let down by Proximus and want a quick solution.

I own a hair salon. Since 13 March, I have no landline. I'm no longer receiving any calls. I've contacted Scarlet dozens of times without success. I'm on my own with my two children. I've had no work for ten days. They cannot give me an explanation. I'm appealing to you. I'm desperate. I want to have my business line restored.

Continuous network outages while I need it for working from home. Telenet is holding homeworkers hostage with these consecutive outages that last several hours or even a whole day, risking getting into trouble with their employer and not being able to hold important meetings. I want to get reliable information about the outages so I can get organised.

These three complaints highlight the potential inconveniences resulting from unavailability of services. They justify, if necessary, the need for prompt effective and efficient treatment by the operator. In addition to the increasing digitalisation of society, certain medical or financially vulnerable subscribers should be able to benefit from rapid handling by the operator. The latter should take all measures to ensure that people in very vulnerable situations have uninterrupted access to services.

2.2. Subscriber's remedies for unavailability of service(s)

In the event of disruptions resulting in the unavailability of services, subscribers must first inform their provider. This initial contact allows the provider to assess the situation, rule out a series of scenarios, related, for example, to the subscriber's internal set-up, or to provide useful and necessary instructions and information to resolve the failure. In the absence of a response or in case of difficulties, subscribers are then free to call upon the Mediation Service.

To the extent that the interruption and unavailability of service are due to the provider, subscribers are entitled to demand the rapid restoration of the services. They may request reimbursement of the fee for the period of unavailability as well as compensation in view of the suffered inconvenience.

2.2.1. Means under contract law

In theory and in accordance with contract law (Articles 5.224 of the new Civil Code), subscribers have, in the event of non-performance by the provider - which might be slow to act or undertake the repairs necessary to restore the services - a series of actions (right to specific performance of the obligation, right to suspend performance of their own obligation, right to compensation for the damage caused by the non-performance, etc.). Formal notice must be given before these penalty actions are implemented. In practice, it is clear that complainants do not usually use the means of redress thus defined, probably due to lack of knowledge or time.

2.2.2. Obtain compensation/refund in case of unavailability of the services

Two major Proximus outages (for more than 5 consecutive days each time) in four months. At present, the problem is still not resolved. I am therefore seeking an explanation and compensation as a goodwill gesture for the losses suffered: inability to work from home, no access to the cloud and my online services such as Deezer even though I'm a self-employed fitness instructor as a secondary activity and I prepare the classes at home.

I would like a goodwill gesture on my invoice taking into account the days the service was unavailable as well as the impact. Proximus refuses to grant compensation because the outage is affecting a neighbourhood and there are too many people involved. It would not be an individual loss. In other words, I have to pay the bill even though the service has not been provided.

Since the beginning of December, I have not been able to make or receive phone calls. When I manage to get someone on the phone communication is garbled. Mobile services do not work all the time and are also extremely slow when they do work. I would like to receive a goodwill gesture/refund for the December portion of the subscription as I am unable to fully use it.

Pursuant to Article 113/2 of the Law of 13 June 2005: "The King may, based on a proposal from the Institute, determine the terms and conditions of the measures relating to the compensation to be paid by providers of electronic communications accessible to the public other than number-independent interpersonal communications services to subscribers in the event of interruption to the service".

No such royal decree exists at the time of writing. Consequently operators have some freedom to grant compensation as due to unavailability of services.

Firstly, the granting of this compensation is not automatic and must be explicitly requested by the subscriber. Secondly, its form and amount are determined unilaterally and at a flat rate by the operator, who usually equates it to a commercial gesture.

VOO is carrying out maintenance work that I was not warned about and I was therefore unable to make arrangements for my remote work and this is not the first time. The customer is really no longer the priority; everything is cut off and it's too bad if it causes problems to people, it's pathetic. I am increasingly thinking of changing provider even though I'm a loyal customer but I don't want to risk problems with my employer. I would like us to be notified of this work in advance and a goodwill gesture; I'm paying for a service that I'm not getting.

There is also a difference in treatment depending on whether the failure affects an individual subscriber or is more general and affects several subscribers. In the latter case, no compensation is usually granted. This is also the case when the unavailability of the services results from planned works or follows cases of force majeure.

Besides compensation, there is also the issue of compensation for the period of unavailability. The Mediation Service believes that the subscriber should not have to pay for undelivered services and favours the automatic award of a commercial compensation corresponding at least to the amount of the compensation for the period of unavailability of the service(s). Moreover, this position is in accordance with Article 5.97 of the new Civil Code (right to price reduction). The price reduction is a sanction applicable to any reciprocal contract when the unperformed performance has a sum of money as consideration. Specifically, the price reduction can be implemented by means of a written notification from the subscriber to the defaulting operator.

C. CONCLUSION

In the event of a failure, due diligence, proactivity and anticipation are required. On the provider side, it is expected to make every effort as quickly as possible to restore the services or to offer, at no additional cost to the subscriber, replacement alternatives. Even in cases of force majeure, the provider's intervention should always occur within a reasonable timeframe.

In addition, an automatic refund of the fee relating to the period of unavailability should be granted to the subscriber. Due to the inconvenience suffered, subscribers are entitled to claim compensation from their provider. The provision of telecommunications or electronic communication services is the main obligation for which providers are responsible. Today, it is an essential obligation, almost of public interest, necessary to carry out many activities in the economic, professional or personal sphere.

Finally, the margin of discretion currently available to the defaulting provider is, in terms of reciprocity and contractual balance, difficult to defend, hence the need to define rules relating, on the one hand, to the conditions of continuity and availability of services and, on the other hand, to the penalties attached to them in the event of non-performance.





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 providers 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 undertakings

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 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.

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 (plaintes@mediateurtelecom.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.

INCOME

Recovery and sector contributions 2.670.267€

EXPENDITURE

PERSONNEL COSTS

Salaries 1.268.355€
 Allowances, benefits & fees 380.475€
 Social security & pensions contributions 801.835€
 Contributions for personnel 94.630€

OPERATING RESOURCES

Maintenance work 3.000€
 Vehicle maintenance 12.000€
 Insurance 10.000€
 IT 45.000€
 Work by third parties 180.300€
 Training 10.000€
 Assignments abroad 8.000€
 Telephony – postage – transport 56.000€
 Rent and maintenance 10.000€
 Taxes 10.000€
 Overall organisations 1.000€
 Contribution to the Consumer Mediation Service 145.000€

INVESTMENTS

Vehicles 40.000€
 Office equipment 30.000€
 IT equipment 155.000€
 Technical equipment 0€

TOTAL 3.260.595€



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 Schaarbeek.

WWW.OMBUDSMAN.BE

Ombudsman.be is the Belgian network of ombudsmen. It brings together around 30 institutions from all levels: the Federal State, Regions, Communities, cities and municipalities, public enterprises and private sector. Their goal is to find a solution to the problems encountered by citizens and users of services. An ombudsman is an official who mediates when people consider that they have been treated poorly.

The ombudsman.be network and website are available to any internet user looking for an ombudsman, giving him or her the best possible guidance according to the problem to be solved. In the event of a complaint, the ombudsman offers mediation to users of the institution or company and draws up recommendations for the latter.

A complaint entered by the ombudsman.be network will, each time, be directed to the appropriate service with an important principle: we transmit the complaint, not the complainant. Approaching an ombudsman will therefore make it possible to find the right contact person, and the complainant will not have to start again from scratch when the complaint is transmitted.

In 2023, the network launched an "OmbudsTour" which aimed to increase the visibility of Ombudsman.be. The OmbudsTour travelled through eleven cities in Belgium with the slogan: "There is always an ombudsman to help you". The ombudsmen set up a fun stand and took the opportunity to meet the public and present their work to them. At the same time, the ombudsmen offered an information session for their local partners (the Public Centres for Social Welfare, police, social partners, etc.).



The website www.ombudsman.be contains the details of all ombudsmen in Belgium.

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, which is the ultimate point of reference for the out-of-court settlement of consumer disputes in Belgium.

The Consumer Mediation Service is the contact point for consumers and businesses for all questions regarding Alternative Dispute Resolution (ADR). Any request for out-of-court settlement of a consumer dispute is received by the CMS and, after thorough analysis, forwarded to the competent qualified entity, as is the Telecommunications Mediation Service. Finally, the CMS handles all consumer disputes that cannot be transferred to any other qualified entity, these are the so-called residual disputes. Together, the ombudsmen of the regulated sectors (energy, rail, post, banking, insurance and telecom) and the Consumer Ombudsman Service make a big difference.

FAST

FREE

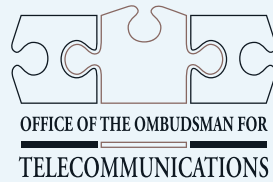
ACCESSIBLE

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.

Website: <https://consumerombudsman.be/en>



**OFFICE OF THE OMBUDSMAN
FOR TELECOMMUNICATIONS**

8, Boulevard du Roi Albert II, box 3
1000 Brussels
Tel. : 02 223 06 06

Email : plaintes@mediateurtelecom.be
www.ombudsmantelecom.be/en

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