

Customer-friendliness charter

Preamble

This charter applies to the relationships between the signatories and their non-business customers and individual consumers. Subsequently in this text, such persons will be referred to as consumers.

For the companies and organisations who sign this charter, customer-friendliness and customer focus is of paramount importance, and it is in line with efforts that they have made and planned initiatives in this area.

The signatories undertake to employ all reasonable means to improve their internal procedures for registration, traceability and handling of questions and complaints. The signatories will do their very best to achieve even more concrete results for a more customer-friendly policy.

Compliance with this charter must ensure that the quality of the responses to consumers continually improves. The starting point is that the consumers must receive a correct and complete answer to their questions or complaints as soon as possible.

Companies and organisations that wish to comply with the terms of this charter may sign up to it at any time.

The term customer service as used in this charter should be construed in the broad sense. It relates to the most immediate remote contact point that the signatories have with consumers, and so it can include the helpdesk, the after-sales service, the call centre or the general contact point.

This charter is without prejudice to the legal and regulatory provisions and contractual obligations that apply to the signatories. Furthermore, the charter supplements existing sector-specific codes of conduct and charters, to which the signatories have signed up.

I. Direct contacts with consumers
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1. Contact details

The signatories ensure that their contact details are shown clearly and transparently on their website, contracts, invoices, price quotes, account statements, etc., so that consumers can quickly find their way to customer service. Therefore, they ensure that the various ways in which contact can be made (electronically, by telephone or by exchange of correspondence) are shown comprehensibly so that consumers can make a choice.

If there is a website, a link must be provided to a comprehensible contact page on the home page or menu, from which the following information must be visible immediately:

- telephone number,
- the e-mail address or a pre-formatted contact form,
- the correspondence address of the desired service and if appropriate, the contact.

2. Waiting times and cost of telephone calls

The signatories shall ensure that when they phone up, consumers can talk to a real person within 2.5 minutes from making their final choice from the options menu. If this waiting time cannot be met, the possibility must be provided for leaving phone contact details, so that the person concerned can be phoned back free of charge before the end of the next working day after leaving their phone contact details. Preferably, this should be done at a time stipulated by the caller (call back) and in the way the consumer wants.

If possible, there should be means to inform the consumer how long the call is likely to be waiting in the queue.

In exceptional circumstances, at peak times, general or large-scale problems, the recorded announcement should be adapted to include a description of the occurrence or problem and, if possible an estimate of when it is likely to be resolved. This message should also be audible to people who are already waiting in the queue to speak to an operator.

The signatories shall do their very best to make their customer service accessible by phone on a freephone number for national calls.

If the customer service is accessible via a number that is not free, the call charges per minute must not be higher than those for a geographic number.

If there are special telephone services, outside the existing contract, with a personalised service, information must be provided beforehand about the charges, if these are higher than for a geographic number.

3. Selection menu and switching options in phone calls

The signatories shall keep the selection menu in phone calls as simple as possible with clear, comprehensible terms, where the number of choices and levels of choice is limited.

To avoid the question or complaint having to be repeated unnecessarily, it shall be ensured that consumers are switched not more than twice to reach the right person for the specific problem or question asked.

4. Confirmation of verbal agreements

The signatories undertake to confirm verbal agreements made with consumers by letter, e-mail or SMS, depending on the nature of the agreement. This is to avoid misunderstandings about the agreements made.

Specifically, this concerns verbal agreements that have financial or contractual relevance for consumers.

This is to ensure that the consumer has evidence of what was decided, agreed or authorised when contact was made about the performance of a contract or payment of an invoice.

5. Reply deadlines for letters and e-mails

In order to keep consumers optimally informed, the signatories undertake to answer questions or complaints from consumers within 5 working days via the appropriate communication channels.

If the question of complaint cannot be answered within 5 working days, an acknowledgement of receipt shall be sent within 5 working days. This acknowledgement of receipt must state at least that the question or the complaint requires further investigation. In addition, the deadline by which the consumer will receive a detailed answer must be stated. If information is needed from a third party before a definitive answer can be given, this is to be stated, indicating what information is needed in that case, and from whom, and stating how long after receipt of that information an answer will be given. The information is to be requested immediately from the third parties.

In the event of an invoice being contested, the signatories undertake to reply within 10 working days.

6. Contestation of invoices

If a contestation of an invoice is justified, or requires further investigation, the signatories undertake, on receipt of the contestation, to suspend collection of the disputed element of the invoice immediately or take the steps necessary to rectify the amount collected unduly. The answer to the consumer shall state this clearly. It shall state clearly the uncontested amount, and the date by which this amount must be paid by the consumer. Under no circumstances may charges be made for processing the contestation, except for processing cases where the contestation is demonstrably intended merely to postpone payment.

7. Transparent contracts and invoices

The signatories undertake to draw up their contracts, invoices (including those for advance payments) and their general or specific terms and conditions as simply and transparently as possible. This is intended to make matters clear for consumers, who will then have less need to contact the customer service.

The signatories shall ensure that the most recent, updated version of their general and specific contractual conditions is easy to consult, download and print out. These terms and conditions are to be available on request via other channels including telephone, e-mail or post, and are to be sent out free of charge.

On all invoices, the signatories shall state at least:

- where appropriate, the duration of the contract:
 - a) if the consumer is tied by a fixed-term contract, the end date, notice period and the possibility of renewal by tacit consent is to be explicitly mentioned.
 - b) if the consumer is tied by an open-ended contract, the notice period as well as any minimum contract duration shall be stated, together with the commencement date;
- the contact details of the customer service department;
- how to contest an invoice;
- reference to the general and specific terms and conditions;

8. Transparent and accessible information about products and services on offer

The signatories undertake to provide information about the products and services they offer in the most transparent, accessible way possible, if appropriate also via their website.

As far as possible, clear and up-to-date documents should be made available so that consumers can compare products and services more easily as well as know what commitments they are entering into.

These documents shall state at least and where appropriate:

- The duration of the contract:
 - a) if the consumer is tied by a fixed-term contract, the end date, notice period and the possibility of renewal by tacit consent is to be explicitly mentioned;
 - b) if the consumer is tied by an open-ended contract, the notice period as well as any minimum contract duration shall be stated, together with the commencement date;
- the contact details of the customer service department;
- how to contest an invoice;
- reference to the general and specific terms and conditions;
- the period of validity of the offer and the conditions under which the offer can be taken up.

II. Staff working in the customer service, helpdesk, after-sales service, call centre or contact point

In complying with this charter, the signatories shall take account of the workload and working conditions of the staff of the customer service, helpdesk, after-sales service, call centre or contact point.

III. Monitoring instruments and publication of data about customer-friendliness policy

The signatories shall use performance indicators in order to measure various points of this charter as objectively and coherently as possible. In doing this, indicators that may be imposed by sector-specific rules and regulations should be used.

At least the following indicators should be used:

- Telephone calls:
 - percentage of calls answered by an operator in proportion to the total number of calls;
 - average waiting time between the moment when the caller has made his/her final selection in the menu and the moment when the operator picks up the call.
- Invoices:
 - average time taken to correct invoices;
 - average time in which refunds are made to the consumer, measured from the invoice date and the date when the refund is repaid.
- Complaints:
 - number of founded and accepted complaints from consumers sent to the Ombudsman's Office of the sector concerned;

To improve transparency concerning various aspects of the service provided to consumers, the signatories shall publish the results of these indicators at regular intervals, and update them at least 4 times per year:

- if there is one, in the annual report;
- if there is one, on the website;
- via other documents or information channels.

These provisions concerning the indicators do not apply for signatories who are already subject to similar performance indicators imposed by the regulatory authorities.

IV. Entry into force and implementation

The signatories undertake to comply strictly with this charter.

The provisions of this charter shall enter into force on 1 January 2012.

For clause I.2, it is provided that the time limit stipulated shall be achieved for 90% of calls when the charter comes into effect and the final target 6 months later, taking account of the clause relating to exceptional circumstances, peak times, general or large-scale problems.

The implementation and application of the provisions of this charter shall be evaluated at least once per year, the first time 6 months after this charter comes into effect.

On the initiative of the minister in charge of the Economy, the signatories of the charter shall meet at least once per year to discuss this evaluation. The Federal Government Service for the Economy shall provide the secretariat for this meeting. This evaluation may lead to amendments of the charter.

The Federal Government Service for the Economy shall monitor proper application of this charter, and draw up an annual evaluation for the signatories and produce an annual report intended for the public, which is to be published.

A contact point will be established within the Federal Government Service for the Economy to which questions and complaints can be submitted about the charter and compliance issues.

BRUSSELS, 15 June 2011.

Signatories

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