

What is automatic compensation?

Although we make every effort to provide you with a seamless service, unfortunately sometimes things don't quite go to plan. When a network fault means that you can't access your phone or broadband service, or your service is not installed when we agreed then this can cause you real inconvenience. If either of these things happen, we will automatically provide you with compensation.

Who is eligible for automatic compensation?

If you are a consumer that has bought either a voice (landline) and / or broadband (standard or Lightstream) service then you will be eligible for automatic compensation.

Standards of Service and Compensation

These instances will trigger automatic compensation:

Connecting your service

When you decide to take our services, we want to provide them to you as soon as possible. We will ask you to enter into an agreement with us. That agreement sets out what we'll provide, what you can expect from us, and what you're agreeing to by signing up for the service. If we fail to meet the expectations that we have set out, we pay you compensation on the basis set out below.

If we don't activate your service by 23:59pm on the activation date we've promised, your bill will be credited with:

- £6.10 for the missed activation date
- £6.10 for each additional full day that your service remains un-activated due to a KCOM issue
- £30.49 if we failed to keep an appointment without providing 24hrs notice

Repairing your service

While we try to make sure you don't experience problems with our service, sometimes faults do develop. As soon as we are aware that there is an issue with your service we'll investigate to find out where the problem is and, if it's on our network and our fault, we'll try to repair it.

Our aim is to fix those problems that are our responsibility by the end of the second full working day after you report it to us (Monday to Friday 08:00 to 17:00, excluding bank holidays).

If we don't repair your fault by 23:59pm on the date we promised, you will be credited with:

- £9.76 for the missed repair time
- £9.76 for each additional full day that your service remains unavailable due to a KCOM issue
- £30.49 if we failed to keep an appointment without providing 24hrs notice

Any compensation will be credited onto your KCOM bill.

How will I know if I will receive automatic compensation?

If we consider that automatic compensation is due to you we will write to you, setting out the amount we think that you are due. Having done so, we will credit your KCOM account with the amount that is payable.

Limits and exclusions to our automatic compensation scheme

Compensation payments apply per order so if you take both a fixed line and broadband service and both are affected then only one payment is payable.

Thirty days after the compensation starts we will provide a notice to give at least 30 days' notice of our intention to stop compensation payments. This limits the compensation to 60 days.

When do we not pay you compensation?

There are circumstances when we do not pay compensation. For example:

- We are prevented from repairing a fault or providing a service before the promised date. For example, not accepting the first available date for a repair or allowing access to the premises and/or relevant equipment;
- You are given notice of a change or cancellation of an agreed provisioning appointment at least 24 hours in advance, or you agree to a change of time for the same day;
- Your service could not be activated because of events outside our control. For example, if your router was dispatched to you within a reasonable period in advance of your activation but you have not received it because it has been lost by the postal service or has been delivered to an alternative address;
- We reasonably believe that the issue causing a total loss of service is fraudulent, frivolous or vexatious;
- It is not reasonably practicable for KCOM to avoid an obligation arising to pay compensation due to the effects of an event for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004;
- We consider that you are in breach of the contract that applies to the affected services; or
- The fault is not in respect of the service provided or it is caused by equipment or activity within the customer's home.

Will I receive compensation for enhanced service levels?

Some consumers may either pay for, or be entitled to receive free of charge, priority repair services. Where we commit to providing these service levels we will also pay compensation.

What do I do if I think that we should have paid you compensation and haven't?

We make every effort to make sure that you are paid automatic compensation in the circumstances detailed above. If you think that you should have received a payment and haven't then please do let us know. Simply call our customer services team on 01482 602555.