



## Switching/Porting Compensation Scheme

Our commitment to delivering reliable mobile and broadband services extends to the customer experience when porting your mobile phone number or switching your broadband. This scheme sets out specific commitments; and the compensation that may be claimed if these are not met. It also includes details on how to claim, the method and timing of compensation and scheme exclusions.

**Number Porting:** Means switching your mobile phone number from one provider to another. The request to port your phone number to GoMo automatically gives GoMo the authority to instruct your old provider to cease your mobile service with them.

Broadband switching: means switching your broadband (internet service) from one provider to another. To give us the authority to instruct your old provider to cancel your old broadband, you must agree to switch through the established industry switching process which has the following benefits:

- As soon as your GoMo Fibre Broadband service is connected, we will advise your old provider to immediately cancel your old broadband service.
- You do not need to contact your old provider to cancel service.
- You will not be required to give prior notice or pay for a notice period.

**Important** - Depending on the underlying broadband network, you may be able to choose to order broadband from us and separately cancel with your old provider yourself, in which case the above benefits and this scheme will not apply.

### Under this scheme GoMo commits to the following when switching/porting

- Ensuring continuity of the service unless technically not feasible.
- Activating your internet service on the date that we agreed.
- Where an appointment is required, a choice of appointment weekdays and an appointment arrival time slot of no more than 5 hours will be offered.
- Sending an appointment confirmation in a durable medium as soon as possible thereafter.
- Keeping you adequately informed before and during a broadband switch to us.

- Limiting any loss of service to one working day.
- Porting your number on the date we agreed and activating it within one working day of the date we agreed.
- Automatically terminating your contract for the switching service on successful conclusion of a switching from GoMo.
- Facilitate a request to port a terminated number within one month of termination.

**Note:** To enable a broadband switch we may make an appointment to visit your premises in order to activate your service. Appointment failures or delays are subject to the distinct supplementary compensation arrangements that are set out below. A customer could experience an appointment failure or delay while not experiencing a failure or delay in relation to their ultimate switch, in which case compensation could only be claimed under the relevant appointment heading below.

## **Compensation that you can Claim**

In the unlikely event that you experienced a failure by GoMo in respect of the above you can request to be compensated as set out below.

### **Compensation for Failure to keep you informed**

Where switching to GoMo, compensation for Failure to keep you informed when switching broadband will be €10 per switching order.

**Note:** This does not apply to the arrangement of appointments. Appointment arrangements are addressed separately below.

### **Compensation for a Delay**

Where porting or switching broadband to GoMo, compensation of €1 (inc VAT) will be payable for each day of a delay, excluding the first working day.

**Note:** This does not apply to delayed appointments. Appointment delays are addressed separately below.

### **Compensation for an appointment arrangement failure**

Compensation that can be claimed for a failure to arrange an appointment as described above will be €5.

## **Compensation for a missed appointment**

An appointment will be deemed to be missed if we do not attend within 5 hours of the appointment start time on the agreed weekday, unless we send you notice of a cancellation on a durable medium by 3:00pm on the previous day.

The compensation that can be claimed for a missed appointment is €10 (inc VAT).

## **Compensation for a delayed appointment**

An appointment shall be deemed delayed when a new time slot is agreed for the same day before the expiration of the initial time slot, provided that we ultimately attend on that day.

The compensation that can be claimed for a delayed appointment is €5 (inc VAT).

## **Compensation for a Loss of Service**

Where porting to GoMo, compensation of €1 (inc VAT) per day.

Where switching broadband to GoMo, compensation of €1 .50 (inc VAT) per day.

These will be payable for each day of loss of service, excluding the first working day when porting.

## **Compensation for a Delay in Terminating Service when Switching**

Compensation payable for a delay in terminating the service when switching to another provider will be €10 per switching order

## **Delay Compensation Example:**

If a customer advises us (and it is confirmed) that:

- There was a 10 day delay in a broadband switch to GoMo
- We failed to keep the customer informed
- €10 (€1.00 x 10) would be paid in respect of the failure to complete the broadband and phone move on time.
- €10 would be paid in respect of the failure to keep the customer informed

Total compensation would therefore be €20.00

## Service Loss Compensation Example:

If a customer advises us (and it is confirmed) that:

- There was a 10-day loss service when porting to GoMo
- We failed to keep the customer informed
- €10 (€1.00 x 10) would be paid in respect of the loss of service
- €10 would be paid in respect of the failure to keep the customer informed

Total compensation would therefore be €20.00

## Exclusions

In the following circumstance compensation will not be payable by GoMo:

- If the failure resulted from a failure by your old provider (when moving to GoMo) or by your new provider (when moving from GoMo).
- If there was a failure on your part. For example incorrect account details provided for switching or porting.
- In the case of a switching or porting delay, if related to an agreed service activation date and dependent on an engineer appointment:
  - Which you cancelled or for which you were not present.
  - Where you turned down an earlier appointment
  - Where you were given notice that your appointment time has been changed.
- If you cancel an order or if GoMo deems an order to be undeliverable and cancels it, any daily compensation shall cease to be payable from the cancellation date.
- In the case of a related service or installation appointment:
  - Where you cancel an appointment
  - Where you agree to an earlier appointment
  - Where you are not present for an appointment
  - Force majeure events

## Force majeure events

An appointment will be neither missed nor delayed, as the case may be, for the purposes of this scheme where it is missed or delayed solely as a consequence of a force majeure event, namely an exceptional event, which means any of the following:

- a) act of god, natural disasters; fire, flood, earthquake, or extreme weather conditions (which are unlikely in that region of country),
- b) riot, civil disorder or act of war;

- c) strikes or other industrial action, outside of the control of GoMo, the impacts of which:
1. could not reasonably have been foreseen or prepared for to the extent required to fulfil the Appointment, and/or
  2. would represent a risk to the safety, security or health of an individual if attempts were made to fulfil the Appointment, and
  3. GoMo can show steps were taken to avoid or mitigate the effects of the force majeure event.

## **Compensation Limit**

When switching to GoMo, compensation will be limited to the monthly price of the GoMo plan or bundle to which you were switching.

When switching from GoMo, compensation will be limited to the monthly price of the GoMo plan or bundle from which you were switching.

## **How Compensation Can be Sought**

To claim compensation under this scheme please call 1800 210 342

Opening hours are Monday to Friday 9 am to 5.30 pm (excluding Bank Holidays)

## **How and When Compensation will be Paid**

- If you are being billed by GoMo, compensation will appear as a credit on your next or following bill.
- If you are not being billed by GoMo, compensation will be issued as a refund by electronic funds transfer to the bank account linked to your GoMo account where possible or else by cheque.
- Any compensation due will be credited or issued within 20 working days.

## **Important**

The scheme operates without prejudice to a customer's right to pursue compensation in respect of a specific failure by other legal means or proceedings.