

Dear Sir/Madam,

I attempted to give feedback on your consultation for introduction of 'One Touch Switch' and stopped because it is very limited in scope and prevents users from raising issues that they have on switching landline and broadband.

I therefore wish to raise those issues here, from my recent experience of switching from Talk Talk to Vodafone.

1. Your consultation does not indicate that the default position would be that the landline phone number would be ported to the new provider. Please make it clear if this is the case.

2. You make a case for the consumer to only have to contact the new provider. However, in reality, I would advise the consumer to contact the old provider as well, as the service providers have all sorts of ruses to scam money out of consumers. Take Talk Talk, as an example, I made sure that I gave 30 days notice to end my contract, but did it slightly early before the 30 days were up, this meant that Talk Talk counted the 30 days from the day my transfer took place, (slightly earlier by a few days) and applied an 'out of contract' penalty to remaining days. Your approach should be like that of the energy sector where the 30 days notice can be given within a slightly longer end period, say 45 days, without any charges arising from 'out of service'. Moreover, the consumer can specify that phone line can be transferred at the last day of contract with old provider.

3. There is no reference to charges that would apply in your consultation and how the 'old service provider' may receive them. Again going by the outrageous procedure applied by Talk Talk to me (and I assume other users), you need to have transparency and clear standard. Talk Talk initially emailed me the outstanding charges that applied to me on transfer. However, they disregarded this communication and the month after my termination of contract with them, they debited my bank account a monthly broadband service charge at the higher tariff than that which related to my (now expired) contract. I had to actively seek information on this charge to which I received link to their 'Consumer discussion forum'. It was only when I resorted to twitter outrage that they clarified that this was their procedure, whilst they calculated the exact amount owed. It would then be in the following month that my online account would show the credit I had with them. I then needed to go into my Talk Talk online account and carry out steps to seek refund be made to my bank account. This is outrageous. If you are looking into consumer freedom to move from one service provider to another then surely you also need to look at billing. How many ex-customers of Talk Talk will have credit sitting on their expired account, which they do not realise they have to actively instruct Talk Talk to refund?

4. You need to clarify the issue of who takes responsibility for when things go technically wrong when a customer moves from one service provider to another. In my case, things did go wrong. The

phone number had only been "half ported" across. I had tested it on transfer and all seemed well, but then an important business contact emailed me to advise that my landline was not connecting for calls. I could make outgoing calls but was not aware that the line was defective for incoming calls. So, a) who do I blame for this fiasco, is it Vodafone, Openreach or Talk Talk? b) what is the service level agreement for automatic compensation for not having a functioning landline?

I hope the above issues can be considered by Ofcom as I believe they raise impediments to easy transfer of landline/broadband from one provider to another.

Yours sincerely,

[NAME WITHHELD]