

## Consultation response form

<b>Consultation title</b>	Review of the General Conditions of Entitlement
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<b>Contact phone number</b>	██████████
<b>Representing (delete as appropriate)</b>	Organisation
<b>Organisation name</b>	BT
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<b>We will keep your contact number and email address confidential. Are there any additional details you want to keep confidential? (delete as appropriate)</b>	Nothing
<b>For confidential responses, can Ofcom publish a reference to the contents of your response?</b>	N/A

## Your response

<b>Question 1: Do you agree with our proposal for updating the direction issued by Oftel (one of Ofcom's predecessors) in 2003 which specifies which public bodies may request industry to make arrangements for the restoration of communications services in the event of disasters? If not, please give reasons.</b>	BT has no issues with this proposal
<b>Question 2: Do you agree with the proposed extension of Ofcom's power to withdraw numbers where they are used inconsistently with the Numbering Plan or otherwise misused? If not, please explain why you do not agree giving reasons.</b>	Please see Annex below for BT's response to this question.
<b>Question 3: Do you have any comments on the proposed extension of Ofcom's Guidance under condition C1 to cover contract termination procedures? If you do not agree with the proposed extension, please explain why.</b>	BT will provide a separate response to this question under separate cover.

## **Annex: Question 2 response.**

BT understands Ofcom's desire to be able to withdraw numbers when they are misused, and fully supports the principle. But Ofcom must define misuse and outline the circumstances when they would consider withdrawing numbers.

For example, in cases where numbers are used inconsistently with the Numbering Plan, Ofcom needs to be clear that it will only act in cases where such use is causing harm as The National Telephone Numbering Plan may not always be fully up to date to reflect recent technological or market changes. For instance the current plan (Section B3.1.1) doesn't appear to reflect the nature of the provision of IP numbers and instances when 'Out of Area use of Geographic Numbers' that BT would consider legitimate or unavoidable may occur. Ofcom should be clear that this new power will not be used in such cases, alternatively it should update the Numbering Plan to reflect these developments.

Ofcom also needs to be clear how withdrawal will work in practice, as paragraph 5.71 refers to withdrawal in the case of a significant proportion of a number allocation being misused. Ofcom's proposals is to withdraw the 'allocation' from the CP in question. It is not clear whether Ofcom uses the term 'allocation' to mean the number range or number block that contains the numbers being misused. If Ofcom intends to withdraw the full number block or number range (generally 1,000 or 10,000 numbers) then BT envisages issues with this approach.

In the case of a CP that holds a number range where there is a significant level of misuse across that number range, that may well be the most appropriate action. It's possible that there will be either zero or limited impacts upon genuine customers of that CP.

However there are other situations when this clearly is not an appropriate response.

Firstly when a single or small amount of numbers are being misused within a number range then Ofcom would not be able to use this power without causing significant harm to other legitimate users, and therefore couldn't act and moreover couldn't prevent the misuse.

Secondly there would be many instances where the number or numbers in question form part of a range originally issued to a CP that had then either been subsequently ported out to another CP, or sold on via a reseller or dealer who sub-allocated these numbers. In such instances recalling the number range would cause harm to both the original CP and their other customers. The same principle applies for the reverse situation where a CP responsible for the numbers being misused had ported out numbers within that range to another CP, the other CP and its customers would then be affected by any withdrawal of the range.

So whilst Ofcom should obtain the power to withdraw numbers that are misused, it should do so in practice in a manner that penalises only the customers or CPs that are responsible for the misuse. Ofcom should not withdraw whole number ranges in the same way it might when numbers aren't utilised, unless all the numbers in use on that range are being misused. Instead Ofcom should withdraw the individual numbers that are being misused and BT would be willing to discuss with Ofcom the technical demands and possibilities that will ensure the withdrawal of numbers without creating an unintended wider impact.



## BT's response to Ofcom's consultation document

*Extending Ofcom's Guidance under condition C1 to cover termination procedures*

14 November 2017

**NON-CONFIDENTIAL VERSION**

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# 1 Executive Summary

1. This response is on behalf of all of BT's retail customer-facing businesses: BT Consumer, Business and Public Sector, EE and Plusnet, and relates to Ofcom's request for comments on its proposal to extend its guidance under condition C1 of the new General Conditions (previously General Condition 9) to include termination procedures. BT has responded separately to Ofcom's consultation questions on its power to withdraw telephone numbers and on updating the 2003 Oftel Direction on restoration of service in disaster situations, which were published at the same time.
2. The requirement in condition C1.3 - to ensure that conditions or procedures for contract termination do not act as disincentives for end-users against changing their CP – is potentially very wide, and it is helpful to have some clarity on Ofcom's likely interpretation of this requirement (although we note that the guidance would not be binding and is not an exhaustive list of the types of conditions or procedures that Ofcom may consider). In principle BT therefore welcomes Ofcom's proposal to extend its guidance under condition C1 to include termination procedures.
3. However, whilst we are comfortable with some of Ofcom's proposed guidance, there are other aspects which we feel would be too prescriptive and overly-intrusive into CPs' commercial and operational practices. Ofcom should be concerned with outcomes for customers, rather than with the detail of CPs' operational processes through which we achieve those outcomes. As Ofcom itself says (in paragraph A11.4 of the consultation), it is the effect of internal processes that is relevant, rather than their form.
4. Of particular concern is Ofcom's proposed requirement that customers must be able to terminate their service without any real-time contact with their CP. As explained in detail in section 2 of this response, there are three key reasons why it is vital to have a real-time conversation with the customer, even (or especially) if they have notified us via letter or email that they want to terminate their service. A real-time conversation allows us to
  - a. verify the customer's identity and authority efficiently and effectively;
  - b. ensure the customer is aware of the consequences of ceasing and has taken any costs and other consequences into account so that these are not a shock when receiving their final bill or after their service has ceased; and
  - c. check why the customer is leaving, to help us make any necessary improvements (e.g. correct any faults), either for the individual customer or more generally.
5. Whilst we completely agree that CPs must not push customers to have a retention conversation when they are not interested, Ofcom's guidance does not need to be prescriptive on the content of advisers' training, or the precise nature of CPs' monitoring and quality assurance processes.
6. A balance must be struck between the benefit for customers of being able to give notice at any point up to 30 days (or whatever is the relevant notice period) prior to ceasing, and the harm caused by service being ceased when notice has been given so far in advance that the customer has forgotten they had given it.
7. In view of the need to ensure consistency between the new mobile switching rules and the Condition C1 guidelines, we believe Ofcom will need to co-ordinate the introduction of these proposed guidelines with the implementation of the outcomes from the mobile switching consultation process.

## **2 Detailed comments on Ofcom’s proposed guidance**

### **2.1 Conditions or procedures for contract termination acting as a disincentive for End Users against changing their CP**

8. We agree with Ofcom that “conditions or procedures for contract termination” should be interpreted broadly, and that it is possible for a CP’s internal processes (written or unwritten), as well as its contractual conditions, to create a disincentive to switching providers.
9. However, as Ofcom itself says, it is their effect that is relevant, rather than their form. In other words, Ofcom must strike a balance between ensuring that CPs’ processes and conditions do not deter switching or cause unreasonable effort or hassle, whilst not setting prescriptive guidance which is overly intrusive into CPs’ commercial practices, with which CPs must comply in order to avoid investigation under condition C1.3.
10. We agree with Ofcom that some customers choose to contact us to have a conversation about any offers or options available to them, whereas other customers may want to terminate their service without having these conversations. It is worth noting that customers’ intentions in this respect are not always immediately obvious. Some customers will threaten to leave when their aim is actually just to achieve a better deal; and sites such as Moneysavingexpert.com actively encourage customers to do this. All CPs will naturally try to reduce churn rates, make customers feel valued and reward loyalty by offering them the best deals available.
11. However it is in no-one’s interests for CPs to try to prolong an unwanted retention conversation, and whilst we train our advisers to try to save customers who are considering leaving us, we also train and monitor them to ensure they do not create any unnecessary barriers or cause the customer any hassle. Ofcom’s guidance should reflect the need for this balance, without being overly prescriptive about how it should be achieved.

### **2.2 Communication options and accessibility of contract termination procedures**

12. Ofcom proposes that CPs should offer a range of communication options through which end-users can terminate their contracts; for example, by phone and/or webchat, (where the end-user would speak directly in real-time to a customer service agent), but also other communication options, such as allowing end-users to terminate contracts by letter, email or via an online account (where they do not need to speak directly to the CP; i.e. “non real-time requests”).
13. When ceasing mobile service, customers generally need to obtain a PAC in order to port their number to a new provider. Ofcom has been consulting separately on how PACs should be obtained (the “Auto PAC” proposal) and we believe this consultation process should be allowed to run its course. We assume that the outcome of that process should then be reflected in the proposed guidance under GC C1.3 relating to mobile customers and how they can give notice/receive their PAC, for the sake of consistency.
14. As Ofcom is aware, BT is of the view that whilst the auto-switch proposal is more proportionate than a gaining provider-led process for mobile at this time, we still question the need for the “N-PAC” option for non-porting customers who are disconnecting their service. The N-PAC solution would be costly to implement and we still firmly believe that Ofcom’s objectives for non-porters could be achieved in a more cost-effective way that would still be compliant with GC C1.3.
15. In view of the need to ensure consistency between the mobile switching rules and the GC C1 guidelines, we believe Ofcom will need to co-ordinate the introduction of these proposed guidelines with the implementation of the mobile switching outcomes – or at least to carve out mobile from the scope of the guidelines in the first instance. EE does not offer webchat or letter

as routes for termination, for reasons explained below; but these would not necessarily be required under the Auto PAC/N-PAC proposals in any case.

16. For landlines and broadband, we agree that customers should be given the flexibility to notify us of their intentions via a number of different channels or communication methods, to take account of their preferences and needs. Therefore we do offer the ability for customers to write or email us to tell us they would like to terminate their contract, and we are unconcerned about Ofcom's proposed guidance in this respect. However we are strongly of the view that it is vital to speak to customers in real time to confirm their intentions. This is not just to try and have a retention discussion from which they might benefit, but for three other important reasons.
17. Firstly, a requirement to allow customers to terminate service without a real-time conversation to carry out identity checks could lead to unauthorised and fraudulent terminations. This is discussed further in section 2.3 below; but the key point is that verification of the account holder's consent to a termination is much less efficient or reliable without a real-time conversation.
18. Secondly, we want to ensure customers are fully aware of the consequences of their decision to cease. We want to make customers aware of any Early Termination Charges (ETCs) that might apply, to explain any other consequences such as changes to the price of any remaining services, to confirm the date that the service(s) cease, and (if necessary) explain that 30 days' notice is required. Customers are not always conscious that the benefits they enjoy from services bundled with their current subscription will come to an end if they choose to terminate their contract. There are a number of issues which we need to ensure that customers understand:
  - a. **Losing an email address:** As part of a switch away from BT, customers will lose their BT email address and access to all their emails, photo attachments etc. (unless they make a conscious choice to retain it and pay a fee). This can be of real concern to some customers. For example, a customer who had recently moved to another provider suffered great distress because they were flying abroad but could no longer access their BT email address to confirm the flight details/access tickets.
  - b. **Losing access to cloud services:** Customers will lose access to BT Cloud and potentially precious personal documents or other material. For example a customer recently left BT and lost access to photographs of his deceased wife. This caused considerable distress.
  - c. **Security:** Customers will lose access to BT security software and need to make their own provisions to protect themselves and their equipment. For example BT Net Protect covers up to seven PCs.
  - d. **Home moves:** Despite the guidance we offer on our website, some customers think they need to cancel their service as part of a home move, and then set up a new service. Advisers can re-assure customers that there is no need to do this and no need for a break in service. We can provide a seamless transfer of service from the old to the new address.
  - e. **Additional Charges:** Customers may incur additional charges for some BT products if they switch some services to another provider. For example if a BT Broadband customer is enjoying BT Sport over a Sky dish but moves their broadband to Sky, the cost of the BT Sport will increase from £10 to £25.99 if they retain it.
19. If this discussion does not take place in real time, we are not able to confirm the customer's understanding and acceptance of these points; and getting such confirmation promptly avoids any confusion and potential complaints later.

20. This is particularly important for vulnerable customers, who might not be aware of the consequences of terminating and who might find it particularly difficult to find out about unexpectedly large ETCs or other increased charges at the last minute, for example.
21. Thirdly, it is also important to us to try to find out why the customer is leaving, so that we can take their experience on board in making improvements for customers in general. (We do not, of course, insist on an explanation but ask whether the customer would be prepared to tell us why they are leaving.) In some cases, if a customer says they are leaving due to a network, handset or service issue, for example, we might be able to rectify the problem, in which case the customer might be happy to change their mind.
22. Therefore our practice, when we receive a request to terminate a contract via letter or email, is to call the customer to verify their identity and intentions and have a real-time discussion with them. Ofcom's guidance must allow for this.
23. We do not currently allow customers to terminate contracts via their online account. Whether we could do this would be subject to systems development considerations. [redacted]; and termination via an online account would raise fewer security concerns, as customers using an online account are already registered and verified. However, as with letters and emails, we would want to have the freedom to call the customer to confirm the arrangements and to check they understand the consequences.
24. It is likely to be more difficult to allow business customers to terminate by online means. Business customers are more likely to have more than one service and may only want to terminate part of the service, for example one or two lines from a larger portfolio. Customers may terminate the wrong part of the service leading to lines being ceased in error. It is generally much more effective in such scenarios to speak to customers to ensure that the correct services (and any ancillary services) are terminated.
25. We have clear evidence that when we have not spoken to customers – such as when they leave us via the Notification of Transfer (NoT) process – order breakage rates (i.e. cease orders cancelled after being placed but before completion), at [redacted], are significantly higher than when customers have called in to terminate their contract (only [redacted]). We believe this is likely to be because customers have changed their minds only once they have received the letter setting out the consequences of leaving (received during the ten working day switching process), whereas when they have spoken to us they are much more likely to understand the consequences and therefore much less likely to change their minds subsequently. If customers were able to terminate online (or through any other non-real time channel) without speaking to us, it is likely that order breakage rates would increase, resulting in inefficiencies and increased customer dissatisfaction.
26. Clearly in having these real-time conversations, we observe the requirement not to continue with a retention conversation if the customer does not want to do so (as discussed further below).
27. We agree with Ofcom's proposed guidance that all communication options available to customers should be published on CPs' websites in clear, easy to understand and accessible form (and not just stated in contractual conditions). Ofcom's guidance should not be prescriptive about how this transparency is achieved, as it should be for CPs to determine the content and style of their customer websites. We would reserve the right to point out to customers that the quickest and most efficient way to progress their request is to have a real-time conversation with us, preferably by phone, or (for fixed services) by web-chat,.

## 2.3 Identification and verification procedures

28. We agree that CPs' verification procedures should not in themselves act as a disincentive to switching, and should not, therefore, be overly difficult. We also agree that the verification required for terminating a contract should be the same as that required for making any other



substantive change to the customer's account, such as an upgrade or contract renewal requiring an additional financial commitment. Typically BT uses account number or telephone number and address, or password if the customer has set one up. EE uses a password and/or PIN as the primary verification method to gain access to an account.

29. It is critical that we do verify customers' identity appropriately to prevent cancellation of service in error, which can lead to extreme customer dissatisfaction and a poor customer experience. CPs must be able to retain the right balance in this respect.
30. Our data protection policy requires us to carry out the necessary verification and identity checks before revealing any information specific to a customer, regardless of the circumstances of the contact. Where Mobile Number Porting is concerned, the Porting Process Manual allows for PACs to be withheld if a customer cannot verify their identity, and we believe this policy should remain as it protects customers' security.
31. In the mobile market, in particular, we are seeing more organised fraud (account takeovers and unauthorised SIM swaps, for example). EE is currently gathering examples to provide to Ofcom via the OSG. We do, of course, employ security measures but fraudsters will always find a loophole, and allowing customers to terminate without sufficient verification would expose CPs and their customers to higher risk. The increase in online fraud also makes it easier for potential unauthorised termination of accounts through online routes.
32. It is particularly important to verify a customer's identity where they have contacted us via a "non-real time" channel – letter or email – to ensure that they are the account holder and have the necessary authority to cease the service. The only effective and efficient way to do this is to call the customer back and carry out real-time checks to verify their identity and their intentions.
33. We recognise that it is important to be flexible where verification is concerned. If customers do not have their account number to hand, for example, we can offer alternative means of verification, such as answering certain security questions based on personal information.
34. In the case of mobile, the account holder is frequently not the user of the phone, and it is vital that we are in touch with the person who has contractual responsibility. In EE's case, if a customer fails the verification process, they are asked to visit a retail store to prove their identity and re-set a password, taking specific forms of identification with them. It is important for CPs to be able to maintain consistent and robust processes regardless of how the customer has contacted us.
35. We agree that CPs should be clear, as part of the information provided on communication methods, what verification information will be needed. On the bt.com page regarding how to cease service, for example, we make it clear that customers will need to provide their account number when they talk to us, and the fact that this can be found on their bill.
36. However we do not publish exhaustive verification information, as we are mindful that giving too much detail on the process could undermine some of the necessary rigour around such interactions, potentially facilitating fraud.
37. If a customer contacts us by letter to notify us that they wish to terminate their contract, it would be unwieldy and time-consuming to write back to them to request verification information if it has not been provided. As explained above, we will call the customer back in these circumstances, request the usual verification and then have a real-time discussion with them. It is very much in the customer's interests for us to do so, in terms of both security and efficiency.
38. We therefore disagree with Ofcom's proposed guidance that "If an end-user has made a non-real time request, then the CP should have procedures in place to verify the end-user's identity in the same way". This would inevitably delay the customer's request significantly, as well as increasing the risk of error or fraud, and is therefore not in customers' best interests.

39. It would not be feasible – commercially or technically - to begin a customer's notice period before we have verified their identity or authority to place the cease order. Taking the approach we recommend here means that there is no question of delaying the start of the customer's minimum notice period whilst verification takes place.

## 2.4 Minimum notice periods

40. We appreciate why Ofcom wants CPs to enable customers to notify them earlier than the required 30 day notice period, rather than insisting on the exact number of days' notice. But there is a balance to be struck here.
41. BT Consumer currently allows customers to give notice up to 90 days before they wish to leave. Any longer than this is likely to lead to consumer detriment, as customers are very likely to forget that they have given notice and, if their circumstances subsequently change, to find themselves with an unexpected and unwelcome loss of service.
42. In the case of mobile, in particular, the consequences of unintended disconnection are likely to cause greater consumer harm than a requirement to give notice no more than a certain number of days in advance. Once an EE SIM is disconnected from the EE mobile network it cannot be re-connected; the number is sent into quarantine for a period of time and then assigned to a new subscriber.
43. Mobile CPs are likely to need to change notice period rules in their systems anyway, to align with the porting period, following the conclusion of Ofcom's consultation on mobile switching. It would be disproportionate to have to carry out systems changes in the meantime to enable notice to be given in advance of 30 days, when porting customers may soon have their notice period significantly reduced. As mentioned above, Ofcom should ensure consistency between these proposed guidelines and the outcome of its mobile switching consultation, and align implementation timescales accordingly.
44. The ability for customers to give up to 90 days' notice to cease their landline or broadband service is well understood by BT Consumer's customer service agents. It would be possible, as Ofcom has proposed, to state in our terms and conditions that customers must give a minimum of 30 days' notice and a maximum of 90 days' notice, but arguably this is less clear than the current terms which simply state "You can cancel the agreement at any time by giving us 30 days' notice". We have no evidence to suggest that customers find this unclear or are misled into thinking they must give *exactly* 30 days, and therefore we question whether such a change would be necessary or justified.
45. Industry processes also need to be considered. For CPs using Openreach, there is a business rule that prevents any other orders being placed when there is an open order on a line. This means that if a cease order is placed too early, it becomes much more complicated to make any subsequent changes. For example, if a business customer placed a cease order and then subsequently wanted to add Call Divert or port some DDI numbers off the installation prior to ceasing, these subsequent orders would be rejected by Openreach. The cease order would have to be cancelled and then re-ordered once these additional orders had been raised and completed – potentially causing customer confusion and dissatisfaction.

## 2.5 Internal processes for customer service agents handling termination requests

46. We agree that consumers wishing to terminate their service should not face significantly longer wait times than those signing up to new contracts or making other changes. Customers who state that they are calling to cease or cancel their service or to leave BT or EE are directed to our Retention Team. It is in our interests to speak to these customers, as explained above, and

therefore we ensure that call waiting times are kept to a minimum – sometimes shorter than for sales calls. Our resource planning teams monitor call queues and service levels to ensure customers do not wait in any queue longer than necessary.

47. We are happy that Ofcom's guidance should state that customer service agents' incentive schemes must not encourage poor behaviour that could constitute a disincentive to switch. However we do not think Ofcom's guidance should go any further than this. It is for CPs to manage their own adviser incentive schemes, and Ofcom should be concerned only with the outcome, and not with the detail of how CPs choose to manage their staff, as this would be overly intrusive on Ofcom's part.
48. For Ofcom's information, BT Consumer's incentive scheme rewards advisers in part based upon their "Whole Customer Keep Score" performance. This metric counts the number of active assets on a customer's account at the time of the call. It then assesses how many of those are still active three weeks later (i.e. with no open cease order), to produce the percentage of assets a customer has retained. As a business we are focused on enhancing our existing customer relationships so that customers choose to stay with BT'; advisers understand that their Keep Score will reflect every customer conversation they have had, including very short calls, customers who were transferred elsewhere, and customers who subsequently spoke to another adviser. Therefore behaviourally there is no incentive to avoid processing a termination request, because if an adviser did so, the customer who wanted to leave will subsequently speak to another adviser and the original adviser's score will still be impacted (and see below for comments on compliance monitoring).
49. In the case of EE, advisers are not paid for volume of sales or penalised for terminating contracts. EE's commission payments are based on the value of retained customers, and advisers are measured on Net Promotor Scores (NPS) or First Contact Resolution (FCR), as well as overall customer satisfaction (across all customer contacts). For information, please see the attached for examples of recent customer comments and NPS scores.

[&lt;]

50. Similarly, whilst we agree that it is vital for customers' intentions to be recorded and actioned correctly, and that they are confirmed in writing, Ofcom's proposed guidance on *how* this should be done is overly prescriptive and unnecessary, in the absence of any evidence that there is a material problem with customers' cease requests not being actioned.
51. For example, in BT we do not expect our agents to record detailed notes on customers' account records regarding the retention offers they may have made, particularly if the customer was not interested in discussing further. We do not see the benefit in doing so.
52. In EE, when an offer is made to a customer this is recorded in the CRM system and can be retrieved if the customer contacts EE at a later date. Upon termination, an automatic notepad is left in the system, and reporting is available to check that the adviser has raised the request to cease.
53. It is certainly the case that a termination request, once confirmed, will result in written confirmation to the customer, and we monitor both sales and retention calls that have an order associated with them for compliance purposes. We therefore have no objection to top-level guidance which states that CPs should have sufficient monitoring and quality assurance procedures to ensure that agents are processing customers' termination requests as agreed.
54. Our BT adviser training emphasises the importance of empathetic listening so that the customer's needs are identified, resulting in appropriate conversations. Similarly, EE's "personal conversations framework" involves asking lifestyle questions to work out what services and tariff structure would best suit the customer, leading to advisers terminating contracts if the customer wishes to leave EE. There is no hard selling encouraged or accepted. We do not think it is necessary or justified for Ofcom's guidance to be explicit on the content of CPs' adviser training.

55. We have effective monitoring and quality assurance processes in place across BT and EE which would enable us to pick up on any aggressive or unwelcome retention conversations through call monitoring, as well as on requests not being processed correctly. Compliance is measured, reviewed and reported on. As with any inappropriate adviser behaviour, we would take disciplinary action where poor behaviours were uncovered. We regularly seek feedback from customers who have had a recent interaction with us, which is another method through which any poor behaviours would be picked up.
56. For example, EE carries out daily call monitoring and also uses Speech Analytics to identify when a customer is dissatisfied, as well as NPS comments and feedback. Call-backs are made to customers who have cited dissatisfaction with us about advisor behaviours. EE also organises face to face gatherings with customers to gain direct feedback on experiences with us.
57. We agree with Ofcom that particular care should be taken where vulnerable customers are concerned, whether in relation to termination requests or any other kind of transaction. BT Consumer has a dedicated 'vulnerable customers' team in Doncaster which is a ring-fenced resource dedicated to assisting residential customers who identify/are identified as vulnerable. This could be due to age, physical or learning disability, physical/mental illness, bereavement or other factors. We also have monitoring processes related to vulnerable customers to ensure that all advisers are sensitive to the needs of this group and react appropriately. In EE, all advisers complete an annual Mandatory Disability Awareness training module, for which the completion target is 100%, and which is measured and reported on a monthly basis. EE customers that are identified as disabled are routed to a Disability Support Advisor, where they receive a bespoke service dependant on their particular needs.
58. As Ofcom mentions, the requirement to have policies and processes for dealing with vulnerable customers will now be covered by General Condition C5, and there would not seem to be any need to have specific guidance in relation to termination procedures in this respect.

## **2.6 Monitoring and review, including staff training and guidance**

59. Again, we agree with Ofcom that CPs should have clear processes for customer service agents handling termination requests, including making sure that Early Termination Charges are properly explained. For example, for EE advisers there is a Disconnection Checklist that appears on screen as soon as the adviser selects "Disconnection" or "PAC code". Details about the final bill process and PAC code validity are provided, amongst other things.
60. We also agree that CPs should have monitoring and quality assurance processes in place to check that these processes are being adhered to, with appropriate disciplinary processes where advisers have fallen short of what is required.
61. However we do not think that Ofcom's guidance needs to go into such detail about the nature of the checks that should be carried out; it should be left to CPs to determine the extent of monitoring necessary. There appears to be considerable duplication between the guidance proposed in paragraph A11.15 and A11.17.

## **2.7 Automatically renewable contracts**

62. We have no comments on this aspect of Ofcom's guidance, as we note that it contains no substantive changes to the previous guidance, and we do not offer automatically renewable contracts to our consumer or small business customers.

### 3 Answer to Ofcom’s consultation question

Question: Do you have any comments on the proposed extension of Ofcom’s Guidance under condition C1 to cover contract termination procedures? If you do not agree with the proposed extension, please explain why.

63. As explained in detail in section 2 of this response, we agree in principle with the proposal to extend Ofcom’s guidance under Condition C1 to cover contract termination procedures, as it can only be helpful to improve CPS’ understanding of Ofcom’s expectations and potential concerns. However we believe the guidance could be considerably shorter and less prescriptive, focusing on the effect of CPS’ procedures rather than on the detail of what they should contain.