

Charter for Customer Friendliness

Preamble

This charter applies to the relationships between the signatories and their residential customers and individual consumers, hereafter referred to as "consumers".

For companies and organizations which adhere to this charter, customer satisfaction and customer orientation are essential. Their adherence is a step in their efforts and initiatives in the matter.

The signatories shall employ all reasonable means to improve their internal procedures for the logging, tracking and handling of questions and complaints from consumers. The signatories will endeavor to obtain even more tangible results in order to arrive at a policy which is more respectful of customers.

Adherence to this charter should lead to a permanent improvement in the quality of the answers provided to consumers. Above all, consumers must receive accurate and complete answers to their questions and complaints as quickly as possible.

Companies and organizations wishing to comply with the provisions of this charter may join it at any time.

The customer service notion in this charter must be considered in the broad sense. It is the most direct remote point of contact between the signatories and the consumers. It can therefore take the form of a helpdesk, afterservice, call center or general point of contact.

This charter is without prejudice to the legal and regulatory provisions and the contractual obligations applicable to the signatories. In addition, it complements the sector-specific codes of conduct and the charters to which the signatories have subscribed.

I. Direct contacts with the consumers

1. Contact details

The signatories shall ensure that their contact details appear clearly and fully transparently on their Internet site, contracts, bills, offers, account statements, etc. The signatories shall clearly indicate the different ways in which they may be contacted (by e-mail, telephone or letter) so that the consumers can choose.

Where there is an Internet site, a link to a clear contact page must be provided on the home page or the main navigation menu, setting out the following information:

- the telephone number;
- the e-mail address or a standard contact form;
- the correspondence address of the requested service and, where applicable, the contact person.

2. Waiting time and cost of telephone calls

The signatories shall ensure that consumers calling by telephone get through to a natural person within 2.5 minutes of having made their definitive choice via the telephone menu. If this time frame cannot be respected, the consumer shall have the option to leave his telephone number. He can then be called back free of charge before the end of the working day as from the moment he has communicated his contact details. This call-back is best done at the time and using the means specified by the consumer.

Where possible, the consumer should receive an indication of the waiting time.

In case of exceptional circumstances, general or major problems or in peak hours, the greeting message must be adapted as quickly as possible to describe the situation and, if possible, give an indication of when the problem is likely to be resolved. The message must also be audible to people waiting to be redirected to an operator.

The signatories shall endeavor to make their customer service accessible by telephone through a toll-free number for national calls.

If the customer service can be reached via a paying number the per-minute call cost must not be higher than for calls to a geographic number.

In case of special telephone services - outside the scope of the existing contract - which provide for a personalized service, call cost information must be given beforehand if the cost is greater than that applicable to a geographic number.

3. Telephone menu and transfer of telephone calls

The signatories shall simplify the telephone menu as much as possible by using clear and understandable terms and limiting the number and levels of choices.

To avoid consumers having to repeat their questions or complaints unnecessarily, the signatories shall ensure that consumers are put through to the right person for their specific problem or question, without the consumers having been redirected more than twice beforehand.

4. Confirmation of oral agreements

The signatories undertake to confirm oral agreements made with consumers by letter, e-mail or SMS, depending on the nature of what has been agreed, in order to avoid any misunderstandings.

More specifically, this concerns agreements which have a financial or contractual scope for consumers.

The aim is for consumers to have proof of what has been decided, agreed or promised during the contact regarding the implementation of a contract or the payment of a bill.

5. Letter and e-mail response times

In order to inform consumers in an optimal way, the signatories shall reply to questions and complaints from consumers within five working days using appropriate means of communication.

If an answer to a question or complaint cannot be given within five working days, a confirmation of receipt shall be sent within five working days. At the least it must indicate that the question or complaint still needs to be examined. The confirmation must also state when the consumer will receive a detailed reply on the matter. If information is required from third parties in order to provide a definitive answer, the signatories shall point this out, specifying the information they need and from where it must be obtained, while indicating the response time to be expected once this information has been obtained. Information required from third parties shall be requested immediately.

In case of a disputed bill, the signatories undertake to reply within 10 working days in the aforementioned cases.

6. Billing disputes

Where a billing dispute is justified or requires more detailed examination, the signatories shall, after receiving the objection, immediately suspend recovery of the disputed amount of the bill or take the necessary measures to rectify the wrongly charged amount. They should state this clearly in their reply to the consumer. The reply should clearly specify the non-disputed amount and the date by which the consumer must pay it. Under no circumstances shall the consumer be billed the administrative charge for processing the objection, except if it is obvious that the objection has been made with the sole purpose of delaying payment.

7. Transparent contracts and bills

The signatories shall draw up their contracts, (advance payment) bills, and general or specific contractual terms and conditions in as simple and transparent a manner as possible in order to ensure clarity for the consumer. This will result in the consumer making fewer calls to Customer Service.

The signatories shall ensure that a recent, up-to-date version of their general and specific contractual terms and conditions can be easily consulted, downloaded and printed via their Internet site. These terms and conditions may be obtained on simple request via other means of communication such as by telephone, e-mail or letter. They will be sent free of charge.

The signatories shall include at least the following on all their bills:

- where applicable, the term of the contract:
 - a) if the consumer is bound by a fixed-term contract, the expiry date, the notice period and the possibility of tacitly extending the contract must be explicitly indicated;
 - b) if the consumer is bound by an open-ended contract, the notice period and any minimum contractual term must be mentioned, along with the start date;
- the Customer Service contact details;
- the procedure for disputing bills;
- a reference to the general and specific contractual terms and conditions.

8. Transparent and accessible information about the products and services provided

The signatories shall furnish consumers with information about the products and services provided in an as transparent and accessible way as possible and, where applicable, also via their Internet site.

Where possible, they shall provide clear and up-to-date documents that will allow consumers to compare products and services more easily and know precisely what they are committing themselves to.

Where applicable, at least the following must be indicated on these documents:

- the term of the contract;
 - c) if the consumer is bound by a fixed-term contract, the expiry date, the notice period and the possibility of tacitly extending the contract must be explicitly indicated;
 - d) if the consumer is bound by an open-ended contract, the notice period and any minimum contractual term must be mentioned, along with the start date;
- the Customer Service contact details;
- the procedure for disputing bills;
- a reference to the general and specific contractual terms and conditions;
- the validity period of the offer and the conditions that must be met to benefit from it.

II. Employees of the Customer Service, helpdesk, aftersales service, call center and contact points

In connection with the adherence to this charter, the signatories shall take account of the workload and working conditions of the employees of the Customer Service, helpdesk, aftersales service, call center and contact points.

III. Monitoring tools and publication of data on the policy for customer friendliness

The signatories shall use performance indicators to measure the different points of this charter with maximum objectivity and consistency. In that respect they shall ensure that they use any indicators that may be imposed by sector-specific regulations and regulators.

At least the following indicators shall be developed:

- Telephone calls
 - Percentage of calls handled by an operator in relation to the total number of calls.
 - Average waiting time between the moment that the caller makes his final choice in the telephone menu and the moment that the operator answers.
- Bills
 - Average bill regularization time, where applicable.
 - Average time for reimbursement of credits to the consumer, where applicable. This time is measured using the billing date and the credit reimbursement date.
- Complaints
 - Number of justified and accepted consumer complaints addressed to the ombudsman service of the sector concerned.

To improve transparency with regard to the different aspects of the service to consumers, the signatories shall publish these indicators at regular intervals and update them at least four times a year:

- where applicable, in the annual report;
- where applicable, on the Internet site;
- via other documents or information channels.

The preceding provisions relating to the indicators do not apply to signatories already subject to similar performance indicators imposed by the competent regulators.

IV. Entry into effect and implementation

The signatories shall strictly comply with this charter.

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

With respect to provision I.2, it is foreseen that when the charter enters into effect, the maximum waiting time be complied with for 90% of the calls and that the final objective be attained six months later, taking account of the provision on exceptional circumstances, peak hours and general or major problems.

The implementation and application of the provisions of this charter shall be evaluated at least once a year, with the first evaluation being made six months after the charter's entry into effect.

At the initiative of the Minister for the Economy, the charter's signatories shall meet at least once a year to discuss this evaluation. The Federal Public Service for the Economy will be in charge of the secretariat. The evaluation may result in changes to the charter.

The Federal Public Service for the Economy will ensure that this charter is applied correctly. It will annually draw up an evaluation intended for the signatories and publish an annual report.

A point of contact has been created within the Federal Public Service for the Economy to which any questions and complaints may be addressed with regard to the charter and compliance therewith.

BRUSSELS, 15 June 2011.

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