

## AUTOMATIC COMPENSATION POLICY

In line with Ofcom regulations, our Automatic Compensation Policy will be adjusted annually based on Consumer Price Index (CPI) inflation. As of 1<sup>st</sup> April 2021, the compensation we provide to customers as part of our Automatic Compensation Policy will increase by 0.70%. The increased compensation will apply as follows:

- Delay to Activation: if your service activation date is on or after 1<sup>st</sup> April 2021
- Delay to Repair: when you report a Total Loss of Service fault on or after 1<sup>st</sup> April 2021
- Missed engineer appointments: if we fail to attend appointments on or after 1<sup>st</sup> April 2021

We're continuing to monitor and follow government guidelines to keep you and our team safe. To help us do so; there may be circumstances related to COVID-19 where you are self-isolating; our Customer Installation Team is self-isolating at short notice; or we're refused access to your development; in these exceptional situations where we are not able to attend your property to install or repair your service, we will not pay compensation. We hope you understand that these are limited exclusions and we'll continue to act in your best interests at all times. Please call or email if you have any concerns or questions.

We aim to provide you, our Residential Customer, with an exceptional service. However, sometimes things go wrong and there may be a delay either in providing you with the broadband service, telephone service or cloud gaming service you ordered from us or in repairing a fault in these services, or it may happen that one of our engineers misses an appointment you've arranged with us to have these services installed or repaired.

We understand the importance to you of providing our broadband, telephone and gaming services on time, repairing faults in these services quickly and keeping to appointments related to providing or repairing these services. We also recognise the difficulties caused when this doesn't happen. That's why we'll compensate you automatically for any such delay or missed appointment, as set out below in this Automatic Compensation Policy ("**ACP**").

Even if you're entitled to compensation under this ACP, you can still make a complaint if you're unhappy about any part of our service and we'll do our best to sort out the problem or query – our Complaints Code of Practice sets out how you can do this.

Note also that compensation paid to you under this ACP doesn't limit any other legal rights you may have as a consumer.

In this ACP, all references to "we", "us" or "our" are references to ZYBRE, all references to "you" and "your" are references to you, our Residential Customer and all references to our website are to [www.zybre.co.uk](http://www.zybre.co.uk).

### 1. ABOUT US

ZYBRE Limited ("ZYBRE") is an internet service provider ("ISP"). We're a limited company registered in England and Wales under company number 13380642 and our registered office address is at 20-22 Wenlock Road, London, N1 7GU. We're regulated in the UK by Ofcom.

### 2. ABOUT THIS ACP

This ACP covers any broadband, telephone and gaming services we've agreed to provide you with, under

your legally binding agreement with us.

It sets out how, if all the conditions relating to the delays and/or missed appointments described below apply to you, we'll compensate you automatically.

There are three types of situations where this compensation will apply (delayed activation, delayed repair and missed engineer appointment). The details of the compensation ("**Compensation**") we'll pay you in relation to each of these situations ("**Service Issues**") are set out below.

### **3. COMPENSATION**

#### **3.1 Compensation for delayed activation**

Unless section 3.6 applies, we'll compensate you automatically if we don't activate the broadband and/or telephone services you ordered from us (which can include an upgrade of existing Services) by 11:59pm on the date we initially confirmed with you in writing that the activation would happen (the "**agreed date**").

01 April 2021 the amount of Compensation will be £5.04 for failing to activate these services on the agreed date and a further £5.04 for each full day following that agreed date where the services have still not been activated until (but not including) either the first alternative date on which we offer to activate the services or, if earlier, the date you or we cancel or end those services.

For example, if services are due to be activated on a Wednesday but this is delayed until Thursday, then we'll compensate you £5.04 for the missed activation date. If instead we delayed activation until a day later (so your services became available on Friday), then £10.08 would be payable (£5.04 for missing the agreed date and another £5.04 for the full day you had to wait (Thursday) before your Services were activated on Friday).

You'll also be entitled to Compensation for delayed activation if we fail to deliver your Router on the agreed date and you tell us that you haven't received it (unless we can prove that we correctly posted it to you).

You don't have to make a claim for this Compensation. We simply let you know if you're entitled to it and automatically credit the amount, we owe to your account with us ("**your ZYBRE Account**"), as explained in section 3.4 below.

If you're entitled to it, you'll still receive this Compensation even if you're also entitled to Compensation for one of our engineers missing their appointment with you (as set out in section 3.3 below).

Note that the limits and exclusions set out sections 3.5 and 3.6 below, will apply to any Compensation for delayed activation.

#### **3.2 Compensation for delayed repair**

Unless section 3.6 applies, we'll compensate you for a delayed repair, if we've provided you with our broadband and/or telephone service and you:

- (i) Report to us (either by calling us on 0330 320 2062, by emailing us at [hello@zybre.co.uk](mailto:hello@zybre.co.uk) or by raising a ticket in the My ZYBRE Account section of our website) that you can't access the public internet, or, that you can't make calls using the service (we call this a "**loss of service**"); and
- (ii) after we check that service (either by engineer visit or testing remotely) we find that there's an access problem, for which we should record (or have recorded) a fault; and

- (iii) the fault isn't repaired by 11:59pm either on the day, two working days after you reported it (or are treated as having reported it 0 see next paragraph) (the "**Report Time**") or by such later date as you request.

If you report the loss of service on a non-working day or outside the "standard working hours" of 9:00am to 5:00pm on a working day, the Report Time will be 9:00am on the first working day after your report.

So, for example, if you report a loss of service during standard working hours on Monday (or, where we have you registered for "Priority Fault Repair", if we first become aware of your loss of service during that time), we'll pay you Compensation if we haven't fixed that fault by 11:59pm on Wednesday (unless you asked for a later repair time).

We won't (as set out in section 3.6(i) below) have to pay you any Compensation for a delayed repair where the delay is due to you not accepting the first date we offer you to sort out your Service Issue.

Note also that to be eligible for the Compensation, your loss of service should be due to an unplanned change in the way the network on which we provide your ZYBRE services (our "**Network**") is working. We won't compensate you for disruption to your services caused by planned work being carried out on our Network that we've already told you about.

01 April 2021 if you're entitled to Compensation for delayed repair of a loss of service, we'll pay you £8.06 for missing the time limit set out in paragraph (iii) above and (if it applies to you) a further £8.06 for each full day that your loss of service continues after that time limit.

If you've reported the loss of service and the other conditions of the Compensation apply to you, you don't need to make a separate claim for the Compensation – we'll automatically credit the amount we owe to your ZYBRE Account, as explained in section 3.4 below.

If you're entitled to it, you'll still receive this Compensation even if you're also entitled to Compensation for one of our engineers missing their appointment with you (as set out in section 3.3 below).

If you report to us that you can't access the internet using our broadband service or make calls using our telephone service within 48 hours of our repairing a previous fault that's eligible for Compensation and the new fault has the same underlying cause, then the way we'll calculate any Compensation to which you're entitled for this, will be as if the first fault had carried on without repair.

So, if you reported your first loss of service during standard working hours on Monday, if it were fixed on Thursday and were eligible for Compensation for delayed repair, you'd receive £8.06 Compensation because the repair hadn't been completed by the end of Wednesday (11:59pm on the day, two working days after the Report Time). If you then reported a further loss of service within 48 hours of that repair, for example on Saturday, and this loss of service had the same underlying cause as the first loss of service, if this new loss of service were repaired on Monday (with no further loss of service), you'd be compensated as if the first loss of service (that you had reported on the previous Monday) had carried on until then. This means you'd also get £8.06 Compensation for each of Thursday, Friday, Saturday and Sunday.

Note that the limits and exclusions set out in sections 3.5 and 3.6 below, will apply to any Compensation for a delayed repair.

### **3.3 Compensation for missed engineer appointment**

Unless section 3.6 applies, we'll compensate you for a missed engineer appointment if:

- (i) we've confirmed an engineer appointment slot with you; and
- (ii) you need this appointment in order for us to provide you with, or to repair, our broadband service (which includes an upgrade to a service with a higher speed); and
- (iii) the engineer fails to arrive during that appointment slot,

except if (a) we've called you (and left a message if you do not pick up the call) at least twenty-four hours before the beginning of your slot to tell you that this appointment has been changed or cancelled (we'll also follow this up with a message to the email address you've registered with us ("**your Registered Email Address**"), confirming the same) or (b) you agree with us to change for another slot the same day.

If you're entitled to Compensation for a missed engineer appointment, from 01 April 2021 we'll pay you £25.18.

You don't have to make a claim for this Compensation. We simply tell you as soon as we know you're entitled to it and automatically credit the amount we owe to your ZYBRE Account as explained in section 3.4 below.

### **3.4 Payment of Compensation**

If you're entitled to Compensation for delayed activation, delayed repair or a missed engineer appointment, as set out in sections 3.1, 3.2 and 3.3 above, we'll credit your ZYBRE Account with the amount due to you.

If, at the time we pay your Compensation, you have either never received a bill from us or won't (for any reason) be receiving any further bills from us, we'll make the payment directly into your bank account, using the most recent bank details with which you've provided us in connection with you ZYBRE Account.

Your ZYBRE Account (or, if you won't be receiving any bill from us, your bank account) will be credited with the Compensation no later than:

- (i) for delayed activation (as described in section 3.1 above), thirty days after (a) the Service Issue is sorted out or (b) either you or we end or cancel the service intended to be activated, whichever happens earlier;
- (ii) for delayed repair (as described in section 3.2 above), thirty days after (a) the Service Issue is sorted out or (b) either you or we end or cancel the affected service, whichever happens earlier; and
- (iii) for a missed engineer appointment (as described in section 3.3 above), thirty days after the date of the missed appointment.

Even if your ZYBRE Account is credited with Compensation within the thirty-day period described above, the amount may only appear on a bill we issue after those thirty days have ended.

### **3.5 Limits on Compensation**

We won't pay Compensation for any period after with you or we have lawfully ended or cancelled the affected service(s).

Compensation applies on a "per order" rather than "per service" basis. This means that if you have both our broadband and voice services for your premises, and both services are affected at the same time, you can't receive separate Compensation for each service – we'll just make one Compensation payment

in respect of both services.

We won't pay Compensation for faults which aren't in our Network or which don't relate to our broadband or telephone services.

If we send a notice to your Registered Email Address (a "**Notice**") which satisfies the conditions set out in the following paragraph (including sub-paragraphs (i) to (iii) below), we won't have to pay you any Compensation for delayed activation or delayed repair referred to in that Notice, related to any time after thirty days from the date of that Notice.

We won't send you a Notice sooner than thirty days after you become eligible for Compensation for delayed activation or delayed repair. Any Notice we send you will set out:

- (i) the date on which the Compensation to which it relates will stop (the "**Stop Date**"), which can't be less than thirty days from the date of the Notice;
- (ii) that you won't have to pay a Service Termination Fee if you want to end or cancel the service to which the Notice relates before the Stop Date (even if we activate or restore that service to you before the Stop Date); and
- (iii) that you can still raise your delayed activation issue as a complaint (as set out in our Complaints Code of Practice) and how, if we can't sort out your complaint within eight weeks you may then be able to take the matter to an independent alternative dispute resolution provider.

If neither of us ends or cancels the affected service before the Stop Date, we'll use reasonable efforts to try and reduce the effect of your not having the service. If this isn't possible, we'll continue to pay Compensation for it, unless you've unreasonably refused any offer, we make of an alternative arrangement to help solve the Service Issue.

Nothing set out above explaining how we can limit Compensation by sending you a Notice affects any right that (a) you may have to cancel your ZYBRE services or claim any other compensation or (b) we may have to cancel or end those services.

### **3.6 Exceptions**

We won't pay you Compensation if:

- (i) you're at fault for the Service Issue or you prevent the Service Issue from being sorted out. This means, for example, that to be eligible for Compensation, you must give us the access we need to your premises and/or relevant equipment. It also means that we won't pay you Compensation for delayed activation or loss of service where the delay in activation or repair is due to you failing to accept the earliest date on which we offer to fix those Service Issues;
- (ii) we reasonably believe that your report of a loss of service is baseless and intended to be a nuisance to us, or untrue, or dishonest, or trivial;
- (iii) an event occurs for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004, and our obligation to pay the Compensation is due to the effects of this event and couldn't reasonably be avoided by us;
- (iv) we could reasonably expect that if we took the action needed to prevent us having to pay the Compensation, we would (or would be likely to) breach a law or regulation;
- (v) you've committed an offence under sections 125 or 126 of the Communications Act 2003 (these

legal provisions relate to dishonestly obtaining communications services);

- (vi) you're in breach of the terms and conditions which apply to your affected ZYBRE services;
- (vii) the fault doesn't relate to the services we're providing you with; or
- (viii) the fault is caused by other equipment or activity at your premises.

Other than as set out in this section 3.6, we'll pay any Compensation due to you, where the Service Issue was caused by something outside of your or our control.

**This policy is effective from 01 July 2021**