

CISAS Quick Guide to Auto-Comp

This guide aims to help customers understand the Voluntary Automatic Compensation Scheme (“the Scheme”). It is intended as a ‘quick’ guide with the key aspects explained, for a more comprehensive guide please click [here](#). This Guide is explanatory only and has no binding effect: if there is any conflict between an explanation in this Guide and the Scheme, it is the Scheme that is correct.

What is Auto-Comp?

If your service provider has agreed to take part in the Scheme, it enables you to be automatically compensated by fixed amounts (“Auto-Comp”) if three specific types of problem arise: delayed repairs following a total loss of service; delays in “Go-Live” dates when a customer has contracted for a new service; and missed engineer appointments.

If you experience a single problem that affects both your landline and broadband services, you only qualify for Auto-Comp in the amounts that would be payable for a problem with one of those services; although if there is more than one type of problem (e.g. total loss of service and a missed engineer appointment), Auto-Comp should be paid for each.

Who is signed up to the Scheme?

Those companies that refer disputes to CISAS and that have agreed to this Scheme are currently: Sky; TalkTalk; Virgin Media; and Zen Internet. (For complaints against other service providers, you may still be entitled to redress in some circumstances, but the companies are not bound to give Auto-Comp.)

When does Auto-Comp start?

Auto-Comp applies to faults that take place from 1 April 2019 onwards.

How is it paid?

The company must proactively notify you of your eligibility for Auto-Comp. It **may** ask you to select the form you would like the compensation to take, depending on the circumstances:

- If you are still a customer of the company and will have further bills to pay, the company **must** offer you a bill credit, but it **can** also offer you an alternative form of redress of equal or higher worth, such as a discount or extra service. If you do not choose the alternative option, or make no choice at all, the company will give you redress by means of a bill credit.
- If you are not liable to receive any further bill from the company, the payment **must** be made as a monetary payment (e.g. by cheque or bank transfer).

Companies will only pay Auto-Comp to you after the problem is resolved (or the contract is ended – whichever is earlier) so that they can accurately assess how many days the problem persisted for (so as to calculate the amount owed). In some instances, therefore, it may not appear on your bill straightaway and may not show until a later monthly bill.

Delayed repairs following a total loss of service

To qualify for Auto-Comp in this category, customers must have experienced a **total loss of service** followed by a **delayed repair**. If you have only suffered a partial or no loss of service, you will not be eligible for Auto-Comp, even if there is a fault and the repair is delayed.

A total loss of service only occurs where there is an unplanned breakdown in the operation of the network. Auto-Comp is not payable in respect of any planned network service outage that you have been told about in advance.

You must have reported the fault to the company and the company must have had an opportunity to carry out a test by an engineer visit or remote testing and diagnosis. If the fault is not reported to the company, Auto-Comp is not payable.

Calculating the timing for Auto-Comp works as follows:

- If you report a total loss of service, Auto-Comp will become payable if the fault is not resolved by **11.59pm** on the **second working day** after the day on which you reported the fault. The Scheme calls this time the “**Payment Trigger Time**”. So, for example, if a fault is reported on a Monday, compensation will become payable if the fault has not been fixed by the Payment Trigger Time of 11.59pm on Wednesday. The two day Payment Trigger Time will not apply, however, if you have asked for a later date for carrying out the repair.
- If you report the fault outside the usual hours when the company has told you that you can report faults, for example, if you send an email or leave a voicemail outside hours, then the start time for measuring the Payment Trigger Time will be 9am on the next **working** day after you have made the report.
- If you are a customer registered with the company as eligible for “Priority Fault Repair” (this is a service for customers who depend on the telephone because of ill-health or disability), the time for a landline repair begins to run from the point when the company first **became aware** of the issue, even if you were unable to report it until later. The company could become aware, for example, because other customers are also affected by the fault or it may show on the company's own systems (however, you should still always report it in any event, rather than rely entirely on the company becoming aware on its own).

Calculating the amount of automatic compensation is as follows:

- £8 for initially reaching the Payment Trigger Time; plus
- £8 for each **full calendar day** the total loss of service continues after the Payment Trigger Time.

If the company is able to restore the service in part, Auto-Comp will cease to become payable, even though the service may be sub-optimal. In some situations, you may be eligible for redress in relation to a continuing unrepaired fault, but this will not be by way of Auto-Comp and falls outside the Scheme.

Sometimes a fault appears to be repaired but it re-emerges. If, within **48 hours** of resolution of the initial fault, you find that the fault has come back so that you again have a **total loss of service**, then automatic compensation will apply as if the first fault had continued without resolution.

Delays in “Go-Live”

If you are given an activation date for a new or upgraded service, and that date is **confirmed** to you **in writing**, the service should have gone live by **11.59pm** on the date you were given. If it is not, the company should pay you Auto-Comp. If you were given a date, but this was not a confirmed date but was estimated, or if the confirmation was not in writing, Auto-Comp is not available.

Failure of the company to deliver a broadband router in time for the Go-Live date is regarded as a delay in activation **if** you notify the service provider that the router has not been received and the company cannot provide proof that the router was correctly despatched.

The compensation must be given within 30 calendar days after a delayed provision **is resolved** or either you or the company **terminates or cancels** the intended service (although, again, be aware that it may not show up on your bill immediately but may only appear on a later monthly bill). The amount of compensation is:

- £5 for the missed initial activation date; plus
- £5 for each **full calendar day** that expires after the initial activation date until the first available date that is offered as an alternative activation date or, if earlier, the date you or the service provider terminates or cancels the affected service or services.

Missed engineer's appointments

The amount of automatic compensation is a minimum fixed fee of £25. The company must pay automatic compensation if:

- You have **asked** for an engineer appointment for the provision or repair of a landline or broadband service; and
- The company **confirms** an engineer appointment slot; and
- The engineer does not attend at all or does not attend within the period of the slot you have been given.

Auto-Comp will not be payable if the company has given you **at least 24 hours' notice in advance** of a change or cancellation of the appointment or if you agree to a change in the appointment time for the same day.

Important: Please note that an annual payment increase will apply to any new service issues that occur from 1 April 2021. Issues that occurred prior to that date will be under the above mentioned figures.

The updated amounts from 1 April 2021 are as follows:

1. Delayed repair following loss of service (ie. the service has stopped working and it is not fully fixed after two full working days) = £8.06 for each calendar day that the service is not repaired
2. Missed appointments (ie. an engineer does not turn up for a scheduled appointment, or it is cancelled with less than 24 hours' notice) = £25.18 per missed appointment
3. Delayed provisioning of a new service (ie. the provider promises to start a new service on a particular date, but fails to do so) = £5.04 for each calendar day of delay, including the missed start date.