

## Tesco Mobile Switching and Number Portability Compensation Scheme

If there has been a delay in porting your number or you have been ported by mistake, you may be entitled to claim compensation under our Switching and Number Portability Compensation Scheme. Please see below for more information and terms and conditions.

### When you can claim compensation

You can claim compensation if Tesco Mobile: (i) fails to port your number within 1 working day and it is Tesco Mobile's fault; (ii) ports your number as a result of our mistake; or (iii) is otherwise in breach of Regulation 90 (1), (3), (4)(a), (5), (7), (8) or (11) of the European Union (Electronic Communications Code) Regulations, 2022 (the "Porting Regulations").

### Compensation

#### Prepay:

Delay or Mistaken Port Reversal of 1-3 calendar days: Non-promotional Credit of €2.50

Delay or Mistaken Port Reversal of 4-6 calendar days: Non-promotional Credit of €5.00

Delay or Mistaken Port Reversal of 7+ calendar days: Non-promotional Credit of €10.00

Otherwise in breach of the Porting Regulations: Non-promotional Credit will depend on the circumstances.

#### Bill pay:

Delay or Mistaken Port Reversal of 1-3 calendar days: Credit of 25% of a monthly recurring charge (MRC)

Delay or Mistaken Port Reversal of 4-6 calendar days: Credit of 50% of a MRC

Delay or Mistaken Port Reversal of 7+ calendar days: Credit of 100% of a MRC

Otherwise in breach of the Porting Regulations: Credit will depend on the circumstances.

### Terms and Conditions

1. The following terms and conditions of the Tesco Mobile Switching and Number Portability Compensation Scheme are in addition to and form part of the General Terms and Conditions of the Tesco Mobile Services which are available at [www.tescomobile.ie/about-us/terms/tcs-general.aspx](http://www.tescomobile.ie/about-us/terms/tcs-general.aspx). In the event of any conflict the terms and conditions below shall prevail. Note that capitalised words have the same meaning as those specified in the General Terms and Conditions.
2. The porting of multi-line accounts requires 8 consecutive hours during a normal working day Monday to Friday.
3. The time taken to reverse a mistaken port is measured from the day of the mistaken port.

4. It takes time to investigate a claim and pay compensation, if applicable. As a result, we will use reasonable endeavours to do so asap and in any event within 90 days.
5. Our preferred method of payment for non-Tesco Mobile customers is bank transfer. Notwithstanding this, we will consider any reasonable request for an alternative method of payment.
6. Claims must be made within 3 months of the circumstances giving rise to the claim.
7. If Tesco Mobile reasonably believes that the customer's claim is fraudulent, frivolous or vexatious, no compensation shall be payable.
8. If Tesco Mobile fails to port your number within 1 working day and it is another operator's fault, Tesco Mobile will let you know in order for you to raise it directly with that operator/ComReg.
9. If Tesco Mobile fails to port your number within 1 working day, fails to reverse your mistaken port or is otherwise in breach of the Porting Regulations for reasons outside its reasonable control, no compensation shall be payable.
10. If you have a query or need to discuss any aspect of your service or experience, please contact our Customer Care team using the contact methods as detailed in our Complaints Handling Code of Practice - see <https://www.tescomobile.ie/code-of-practice.aspx>. TMI's Complaint Handling & Escalation Policy is also detailed within our Code of Practice. Our Code of Practice is accessible from the footer of our homepage or alternatively click here <https://www.tescomobile.ie/code-of-practice.aspx>. We will investigate any complaint in accordance with our Complaints Handling Policy, after which we will contact you with the results. If you are not satisfied with the response or resolution offered and you wish to initiate a dispute with us or compensation claim, please refer to our Code of Practice which also outlines the methods of initiating same.
11. This compensation scheme does not prejudice your right to pursue compensation by other legal means or proceedings.
12. These terms and conditions are governed by Irish law and any disputes about our scheme will be decided exclusively in the Irish courts. Our failure to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

### **Making your compensation claim**

It's easy to make a compensation claim – just call 1903.

### **What you'll need to make a claim**

- Your phone number
- Contact details for the purposes of notification/compensation