

**COMMUNICATIONS  
ALLIANCE LTD**



INDUSTRY GUIDELINE

DR G609:2017

PRIORITY ASSISTANCE FOR LIFE THREATENING  
MEDICAL CONDITIONS

DRAFT FOR PUBLIC COMMENT

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## **G609:2017 Priority Assistance for Life Threatening Medical Conditions Industry Guideline**

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## EXPLANATORY STATEMENT

### Background

This is the Explanatory Statement for the **Priority Assistance for Life Threatening Medical Conditions** Industry Guideline G609:2017 (the Guideline).

The Guideline seeks to put in place consistent industry wide arrangements for the provision of priority services for residential Customers (or an individual in their household) who have a diagnosed life threatening medical condition.

On 17 June 2002, the Minister for Communications, Information Technology and the Arts (the Minister) approved Telstra's Priority Assistance for Individuals Policy. The policy provides a specific level of service to Telstra's customers who have a diagnosed life threatening medical condition. Telstra's policy was developed in response to licence conditions imposed on Telstra by the Government in May 2002.

Priority Assistance ensures:

- (a) faster connection of a nominated Standard Telephone Service (STS);
- (b) greater reliability of this nominated STS; and
- (c) faster fault rectification where there is no working or functional telephone service at a Customer's residence.

The Guideline establishes the minimum standards for the provision of Priority Assistance, including:

- (a) the offering by Suppliers to their Customers; and
- (b) the offering by Underlying Carriers on a resale basis to Suppliers.

The Guideline also sets minimum standards, regarding information provided to Customers for Suppliers who do not offer Priority Assistance.

### Current Regulatory Arrangements

Telstra is required to offer Priority Assistance to its residential retail customers under the terms of its Carrier Licence Conditions. This requirement was introduced by the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)*, which came into effect on 15 May 2002 (the Licence Condition).

There are currently no regulatory obligations on providers other than Telstra that require the offering of Priority Assistance to Customers. In addition, there are no regulatory obligations which require Telstra to offer Priority Assistance on a resale basis.

The Minister has taken a firm view that, in the interest of consumers, the industry should establish consistent standards of practice, wherever possible, between providers who offer Priority Assistance. This Guideline has been developed to ensure that such consistent minimum standards apply across the industry.

Therefore, to a large extent, the Guideline reflects the requirements currently applying to Telstra.

It should be noted that the Guideline does not require Suppliers to offer Priority Assistance but recommends minimum industry standards for those Suppliers who choose to offer Priority Assistance. The Guideline also sets minimum standards for those Suppliers who choose not to offer Priority Assistance to inform Customers.

## **What the Guideline Will Accomplish**

The Guideline provides a standard set of rules for Suppliers who wish to provide their Customers with Priority Assistance.

The Guideline ensures that Customers who receive Priority Assistance from any provider will receive a consistent level of service. This includes the following key aspects of Priority Assistance:

- the timeframes for Priority Assistance connection and fault repair and provision of an Interim Service;
- the information provided by Suppliers about Priority Assistance; and
- processes for complaint or redress.

Importantly, the Guideline also establishes standard Eligibility Criteria for identifying Customers with a diagnosed life threatening medical condition. All Suppliers offering Priority Assistance should adopt the standard criteria. The criteria were developed by the Department of Health and Ageing under the leadership of the Chief Medical Officer.

The Guideline supports the principle that a Customer who receives Priority Assistance will receive the highest level of service practicably available from the Supplier at that point in time. The Guideline recognises, however, that there may be circumstances beyond a Supplier's control which limit the Supplier's ability to meet its Priority Assistance obligations. The Guideline requires such Suppliers to continue to make reasonable endeavours to ensure that their obligations can be met.

The Guideline recommends that Suppliers who do not offer Priority Assistance inform Customers and prospective Customers of this fact.

In addition to setting rules for the arrangements between Suppliers and their Customers, the Guideline also sets minimum standards for inter-provider arrangements. This ensures that both resale and directly connected Customers have equitable levels of Priority Assistance across the industry.

## **Anticipated Benefits to Consumers**

Consumer benefits will arise from the adherence by Suppliers to common standards for Priority Assistance.

These benefits will include a level of certainty that Customer needs in relation to diagnosed life threatening medical conditions will be met according to standard industry rules.

This uniformity will benefit Customers who can be reasonably sure, when choosing a telecommunications provider that Priority Assistance, if offered, will be provided in accordance with industry standards.

Customers should be made aware of whether a Supplier offers Priority Assistance and should be provided with information about the Priority Assistance services available. These information provisions will ensure that Customers are made fully aware of the Priority Assistance offering of a chosen Supplier, including those Suppliers who do not offer Priority Assistance.

The Guideline advises Suppliers on how to provide Priority Assistance to eligible Customers where the Customer or a member of their household has been diagnosed with a life threatening medical condition. Therefore, the Guideline will not only benefit Customers of Suppliers offering Priority Assistance but the Australian population in general.

## **Benefits to Industry**

This Guideline will provide the following benefits to the Australian telecommunications industry:

- (a) the provision of an easily understood approach to providing Priority Assistance for Suppliers, their Customers and the telecommunications industry as a whole;
- (b) the facilitation of efficient and effective processes between Suppliers and Underlying Carriers which provides a level of certainty in the provision of Priority Assistance;
- (c) a reduction in the risk of negative incidents for consumers and hence a level of certainty and confidence for Suppliers;
- (d) a reduction in the promulgation of specific legislative requirements in relation to the provision of Priority Assistance due to the increased role of the self-regulatory process; and
- (e) a fostering of consumer confidence that the special needs associated with life threatening medical conditions are being met by the telecommunications industry.

## **Costs to Industry**

The costs to the Australian telecommunications industry arising from this Guideline are likely to be moderate relative to other Communications Alliance Codes. These costs will include the initial establishment of, or changes to, systems, processes and staff training.

The social benefits of supplying Priority Assistance far outweigh any costs incurred by the industry.

## **2017 Revision**

The Priority Assistance for Life Threatening Medical Conditions Guideline G609:2017 replaces the registered Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

The purpose of the changes are to:

- a) deregister the existing Industry Code C609:2007 Priority Assistance for Life Threatening Medical Conditions and replace it with this Guideline;
- b) provide for consistency between Telstra's Priority Assistance Policy, which was amended to include a pre-registration scheme (and other smaller changes), and the Code rules;
- c) include a provision for emergency medical requests from Customers who have not yet registered for Priority Assistance; and
- d) include a provision for a Supplier to make a request to an Underlying Carrier for emergency medical response.

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# 1 INTRODUCTION

## 1.1 Introduction

- 1.1.1 Section 112 of the *Telecommunications Act 1997* sets out the intention of the Commonwealth Parliament that bodies or associations in the telecommunications industry develop industry codes relating to the telecommunications activities of those industry participants.
- 1.1.2 The development of the Guideline has been facilitated by Communications Alliance through a Working Committee comprised of representatives from the telecommunications industry.
- 1.1.3 The Guideline should be read in the context of other relevant Codes and Guidelines, including the
  - (a) Communications Alliance *Telecommunications Consumer Protections Code C628:2012*;
  - (b) *Connect Outstanding Industry Code C617:2017*; and
  - (c) *Unconditioned Local Loop Service - Fault Management G572:2007 Industry Guideline*.
- 1.1.4 The Guideline should be read in conjunction with related legislation and documents, including:
  - (a) the *Telecommunications Act 1997*;
  - (b) the *Telecommunications (Consumer Protection and Service Standards) Act 1999*;
  - (c) the *Competition and Consumer Act 2010*;
  - (d) the *Privacy Act 1988 (Cth)*;
  - (e) *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997*; and
  - (f) *Telstra Priority Assistance for Life Threatening Medical Conditions Policy*.

## 1.2 Guideline review

Review of the Guideline will be conducted every five years or earlier in the event of significant developments that affect the Guideline or a chapter within the Guideline.



## 2 SCOPE AND OBJECTIVES

### 2.1 Purpose

- 2.1.1 The Guideline seeks to:
- (a) describe minimum requirements for the supply of Priority Assistance to Customers;
  - (b) describe minimum requirements for Underlying Carriers supplying or offering to supply Priority Assistance to Suppliers; and
  - (c) ensure that all Suppliers provide Customers with information about whether they offer Priority Assistance.
- 2.1.2 Priority Assistance relates to:
- (a) connection of a nominated STS;
  - (b) service reliability, where multiple faults occur on a Customer's service; and
  - (c) fault rectification where there is no working or functional telephone service at a Customer's residence.

### 2.2 Scope

- 2.2.1 The Guideline applies to the following sections of the telecommunications industry under section 110 of the Act:
- (a) Carriage Service Providers (CSPs); and
  - (b) Carriers.
- 2.2.2 The Guideline does not apply to:
- (a) the provision of any enhanced call handling features or associated products on the first STS;
  - (b) the provision of Priority Assistance by Telstra as a Supplier to its residential Customers, as this is subject to the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997*;
  - (c) any liability that may arise out of the provision or failure to provide Priority Assistance;
  - (d) the quantum of charges that may apply to the provision of Priority Assistance;
  - (e) customer equipment that is not provided by the Supplier;
  - (f) mobile telephone services supplied by public mobile telecommunications carriers unless mobile telephone services are used as an Alternative or Interim Service;
  - (g) provision of services to non-residential Customers; and
  - (h) specific fault restoration timeframes in situations where a Priority Assistance service is unworkable due to a fault on the Unconditioned Local Loop Service (ULLS);

- (i) a satellite phone service;
- (j) a Voice Over IP (VoIP) Service provided by a CSP using another CSP's retail broadband service; or
- (k) requests relating to a STS located within a centre that provides 24-hour emergency assistance (such as an aged care facility).

## 2.3 Objectives

The objectives of the Guideline are to:

- (a) promote consistent industry arrangements for maximising STS continuity to those individuals who by reason of a diagnosed, life threatening medical condition are at the risk of suffering a rapid, life threatening deterioration in their condition;
- (b) promote consistent industry arrangements for identifying and maintaining Priority Customers; and
- (c) ensure that people are informed of the eligibility requirements for Priority Assistance.

## 2.4 Principles

- 2.4.1 Suppliers offering Priority Assistance should ensure that the highest level of service practically available at the time is given to Priority Customers.

*NOTE: These Customers may require their telephone to access emergency medical treatment or advice in the event of a rapid, life threatening deterioration in their medical condition, with a view to increasing their chances of survival.*

- 2.4.2 Where connection of a STS has been requested at a residence of a Priority Customer where there is no existing STS, that connection should attract the highest level of service practicably available at that time.
- 2.4.3 Where all STS supplied to and solely for use at the place of residence of a Priority Customer are Inoperative, fault rectification, to make operative at least one STS, should attract the highest level of service practicably available at that time.
- 2.4.4 Interim Services should be offered to Priority Customers where the timeframes cannot be met for connection or fault rectification unless the Customer agrees that they can use an Alternative Service.
- 2.4.5 Suppliers offering Priority Assistance should have in place appropriate processes for managing assessment of Customers seeking Priority Assistance and these processes should be transparent and straightforward.
- 2.4.6 Suppliers offering Priority Assistance should provide information about Priority Assistance to their Customers.
- 2.4.7 To qualify for Priority Assistance, a Customer must complete the registration process with their Supplier before they can be provided with Priority Assistance timeframes for a new service

connection or rectification of a fault. This ensures that only eligible Customers are qualified to have their connection or fault rectification request actioned within the Priority Assistance timeframes.

*NOTE: Suppliers may tailor the provision of Priority Assistance based upon the service they offer and Customer needs.*

*Generally, it is recommended that Customers who register for Priority Assistance will be registered for a maximum of 3 years, unless their life threatening medical condition is of a short-term nature (e.g. a high-risk pregnancy) or until the Priority Customer advises their Supplier that they no longer require Priority Assistance.*

- 2.4.8 Suppliers not offering Priority Assistance should inform their Customers that they do not offer Priority Assistance.
- 2.4.9 Suppliers should ensure that Priority Customers are able to reach emergency call services by dialing emergency service numbers "000" and "106", including in the event of credit management activity.
- 2.4.10 Any wholesale Priority Assistance should be offered on terms and conditions that facilitate the resale of Priority Assistance.

### 3 ACRONYMS, DEFINITIONS AND INTERPRETATIONS

#### 3.1 Acronyms

For the purposes of the Guideline, the following acronyms apply:

**ACMA**

means Australian Communications and Media Authority

**CA**

means Communications Alliance

**CSP**

means Carriage Service Provider

**PMTS**

means Public Mobile Telecommunications Service

**STS**

means Standard Telephone Service

**ULLS**

means Unconditioned Local Loop Service

**VoIP**

means Voice over Internet Protocol

#### 3.2 Definitions

For the purposes of the Guideline, the following definitions apply:

**Act**

means the *Telecommunications Act 1997 (Cth)*.

**Access Provider**

means a Carrier or CSP who supplies declared services to Access Seekers under Part XIC of the *Competition and Consumer Act 2010 (Cth)*.

**Access Seeker**

has the meaning set out in s.152AG of the *Competition and Consumer Act 2010 (Cth)*.

**Alternative Service**

means an existing service that the Customer elects to use in place of an Interim Service.

*NOTE: An example of an Alternative Service is a Customer-chosen solution such as the Customer's existing mobile telephone service.*

**Business Day**

means any day from Monday to Friday (inclusive) other than a day which is gazetted or otherwise declared or made a public holiday in any State of Australia and the Australian Capital Territory and the Northern Territory.

**Business Hours**

means the hours between 8:30am to 5:00pm on any Business Day.

**Carriage Service Provider**

has the same meaning as section 87 of the Act and is the party who has a direct contractual relationship with the Customer for the provision of a STS.

**Carrier**

has the meaning as given in section 7 of the Act.

**Connect Outstanding**

means the reuse of an existing STS by a new occupant where the previous occupant's STS has not been cancelled.

**Customer**

means the person who has the direct contractual relationship with the Supplier.

**Disconnection**

means the termination of a contract for a service. Disconnect and Disconnected have corresponding meaning.

**Eligibility Criteria**

means the criteria in the indicative list of eligible medical conditions as set out in Appendix A to this Guideline, or as otherwise determined by the Supplier.

**Enhanced Call Handling Features**

means features that provide additional functionality to the STS.

*For example, call waiting, call forwarding and call barring.*

**Inoperative**

in relation to a STS means:

- (a) an absence of dial tone or ring tone;
- (b) an inability to make or receive calls (unless the service provided to the Customer requires restriction e.g., Customer or CSP initiated barring);
- (c) disruption to communications because of excessive noise levels;
- (d) repetition of service cut off; or
- (e) another condition that makes the service wholly or substantially unusable.

**Interim Service**

means a service that is provided by the Supplier that provides a Customer with:

- (a) a service for voice telephony; or
- (b) a service equivalent to a service for voice telephony where voice telephony is not practical for a Customer with a disability

which meets the any-to-any connectivity test and may or may not include at the Underlying Carrier's or Supplier's discretion a data capability or any enhanced call handling feature.

*NOTE: The any-to-any connectivity test is set out in s. 6(2) of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).*

**Priority Assistance**

means the provision of the highest level of service practically available at that time supplied to Priority Customers in relation to new connections, fault repairs and service reliability of the STS at the Priority Customer's place of residence.

**Priority Assistance Application Form**

means an application form that is provided to a Customer by the Supplier that meets the minimum information requirements specified in Appendix B.

**Priority Customer**

means a residential Customer who has applied and been registered as a Priority Customer in accordance with this Guideline.

**Public Mobile Telecommunications Service**

has the meaning as given in section 32 of the Act.

**Remote**

means a township or community grouping of less than 200 people or a township or community grouping outside a standard zone.

**Request for Continuance of Priority Assistance Form**

means an application form that is provided to an existing Priority Customer by the Supplier to continue the Customer's Priority Assistance status and that meets the minimum information requirements specified in Appendix B.

**Rural**

means a township or community grouping of 200 or more people but less than 10,000 within a standard zone.

**Standard Telephone Service**

has the meaning given by section 6 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)*, but does not include:

- (a) a PMTS;
- (b) a service supplied to a business premises not used as or attached to a place of residence;
- (c) a satellite phone service; or
- (d) a VoIP Service provided by a Carriage Service using another Carriage Service Provider's retail broadband service.

**Supplier**

means the CSP who has a direct contractual relationship with the Customer for the provision of a STS and who offers Priority Assistance.

**Unconditioned Local Loop Service**

means the use of unconditioned communications wire between the boundary of a telecommunications network at an end user's premises and a point on a telecommunications network that is a potential point of interconnection located at or associated with a customer access module and located on the end user side of the customer access module. The term ULLS can be taken as being both singular and plural.

**Underlying Carrier**

means a Carrier who provides STS services to a Supplier and is not in a direct contractual relationship with the Customer.

**Urban**

means a township or community grouping of 10,000 or more people.

**Valid Priority Assistance Application Form**

means a Priority Assistance Application Form where all details have been completed and the completed form has been authorised by the applicant for Priority Assistance or a person authorised on their behalf.

**3.3 Interpretation**

In the Guideline, unless the contrary appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) words in the singular include the plural and vice versa;
- (c) words importing persons include a body whether corporate, politic or otherwise; and
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, officers, employees, volunteers, agents and/or subcontractors (including but not limited to, persons taking by novation) and assigns.

## 4 PRIORITY ASSISTANCE FOR CUSTOMERS

### 4.1 Eligibility for Priority Assistance

4.1.1 Customers may be eligible for Priority Assistance where a medical practitioner has certified that either the Customer or a member of their household meets the Eligibility Criteria that are listed in Appendix A.

4.1.2 Where a Customer, due to extenuating circumstances, is unable to access a medical practitioner to obtain medical certification, the Supplier should make alternative arrangements available to assist the Customer, including providing the option of a statutory declaration.

*NOTE: Examples of extenuating circumstances include:*

- Customers who are in isolated geographic areas;
- Customers in financial difficulty who are unable to afford a medical consultation; and
- Customers who, due to mobility restrictions, are unable to visit a medical practitioner.

*Other certification (in isolated geographical situations) could include a letter from medical, police or postmaster personnel that specified the requirement for the Customer to require Priority Assistance.*

4.1.3 Customers may request to be provided with information about Priority Assistance at any time, including but not limited to:

- (a) the time of a new connection;
- (b) whilst they have an existing service; or
- (c) the time when they have a fault.

4.1.4 The Supplier may reject an application for Priority Assistance on the basis that:

- (a) the Customer does not have an existing, or is not requesting connection of a fixed voice service;
- (b) the Customer has not provided the requisite medical certification or the Supplier approved alternative certification;
- (c) the Supplier believes that the Application Form is otherwise incomplete or inaccurate; or
- (d) the Supplier does not offer Priority Assistance.

4.1.5 When a Supplier receives an application for Priority Assistance from a Customer they should:

- (a) actively work with their Customer to resolve any issues or difficulties involved with completing the Priority Assistance application so it can be successfully processed and approved if it meets the Eligibility Criteria; and



- (b) advise a timeframe in which the Customer will be notified of the outcome of their application for Priority Assistance.

## **4.2 Priority Assistance - Connections**

- 4.2.1 Connection of Priority Assistance service levels apply when a Priority Customer requests a STS from a Supplier that offers Priority Assistance, where there is no existing STS supplied by that or other Suppliers to that Priority Customer at that location.
- 4.2.2 Customers may be required to agree to changes to the infrastructure or the nominated service used to supply their STS to enable the Supplier to provide Priority Assistance.
- 4.2.3 Unless there are circumstances beyond the Supplier's control, the Supplier should use reasonable endeavours to connect the first STS for a Priority Customer with the highest level of service practicably available but no later than:
  - (a) 24 hours of the Priority Customer's request in Urban and Rural areas; and
  - (b) 48 hours of the Priority Customer's request in Remote areas.
- 4.2.4 Any requests for a connection of Priority Assistance service received after 5pm will be deemed as having been received at 8:30am the following Business Day.

## **4.3 Connect Outstanding Connections**

- 4.3.1 In a Connect Outstanding situation, the only actions required of the Supplier under this Guideline are contained or referred to in this section.
- 4.3.2 The Supplier should ask the Priority Assistance Customer if they are willing to use an Alternative Service in accordance with section 4.5. If they do not agree to use an Alternative Service, the Supplier should offer the Customer an Interim Service in accordance with section 4.6.
- 4.3.3 Where the Customer accepts the offer of an Interim Service, the Supplier should provide the Service in accordance with section 4.6.

## **4.4 Priority Assistance - Fault Rectification**

Unless there are circumstances beyond the Supplier's control, where a Customer reports to a Supplier that a Priority Assistance service is Inoperative, and there are no working STS's supplied by that or other Suppliers to that Priority Customer at that location, the Supplier should use reasonable endeavours to rectify the fault to ensure that there is at least one working service at the place of residence with the highest level of service practicably available, but no later than:

- (a) 24 hours of a Customer's request in Urban and Rural Areas; and
- (b) 48 hours of a Customer's request in Remote Areas.

## 4.5 Priority Assistance - Alternative Services

- 4.5.1 Where a Supplier identifies that it cannot connect a STS or rectify a fault within the timeframes specified in clause 4.2.3 or section 4.4, the Supplier should ascertain whether the Customer or member of the household who is eligible for Priority Assistance has access to and agrees to use an Alternative Service. The Supplier should undertake all reasonable efforts to ensure that an Alternative Service is not provided for an extended period of time.

*NOTE: In ascertaining the above, the following questions could be asked:*

- *Is the Alternative Service, including incoming calls, available to the person with the life threatening medical condition at their residence?*
- *Is the person with the life threatening medical condition able to provide a physical location if asked?*
- *Is the Alternative Service appropriate to meet the needs of the person with the life threatening medical condition?*
- *Do you agree to use the Alternative Service to access any required emergency or medical assistance?*

- 4.5.2 A Supplier is not required to provide an Interim Service to a Customer who agrees that the member of their household with the Priority Assistance eligibility has an Alternative Service that can be used at any time to access emergency services or medical assistance.
- 4.5.3 The Customer may accept the Supplier's offer of an Alternative Service but has the right to subsequently request an Interim Service.

## 4.6 Priority Assistance – Interim Services

- 4.6.1 Where:
- (a) the Supplier identifies that it cannot connect a service or rectify a fault within the timeframes specified in clause 4.2.3 or section 4.4; and
  - (b) the Customer has not agreed to use an Alternative Service, then, unless the Supplier is prevented from doing so by circumstances beyond the Supplier's control, the Supplier should offer the Customer an Interim Service. For the purposes of clauses 4.6.1, 4.6.2 and 4.6.4 only, those circumstances listed in clause 4.9.2 should not be circumstances beyond the Supplier's control.
- 4.6.2 Where a Customer accepts an offer for an Interim Service, the Supplier should use reasonable endeavours to supply an Interim Service:
- (a) within 24 hours of the Customer's acceptance in Urban and Rural areas; or

- (b) within 48 hours of the Customer's acceptance in Remote areas.
- 4.6.3 A Supplier may make arrangements to supply an Interim Service under clause 4.6.2 outside the required times where that is agreed by the Customer.
- 4.6.4 Where prevented from meeting the timeframes set out in clause 4.2.3 or section 4.4 by circumstances beyond the control of the Supplier or Underlying Carrier as described in clause 4.9.1, the Interim Service should be supplied to the Customer as soon as practicable.
- 4.6.5 If the Customer elects to use an Alternative Service, the Supplier is not obliged to provide an Interim Service. For the avoidance of doubt, the obligations set out in this Guideline do not apply to the Customer's Alternative Service in this case.
- 4.6.6 Where an Interim Service is supplied, the Customer may be charged:
  - (a) an access charge that does not exceed the charge normally charged for the Customer's STS; and
  - (b) call charges that do not exceed the call charges that normally apply for that type of service.

*NOTE: An example of the provision of an Interim Service is the provision of a terrestrial or satellite mobile telephone service (at mobile call rates or satellite call rates) to replace a STS.*

- 4.6.7 Where an Interim Service is supplied, the Customer should be informed of the charges for use of the Interim Service.
- 4.6.8 Where a Priority Customer has a disability and requires a service equivalent to voice telephony, then an Interim Service should be offered to the Customer with the highest level of service practicably available.
- 4.6.9 For the purposes of clause 4.6.8, if it is not practicable to provide the Priority Customer with an Interim Service equivalent to voice telephony:
  - (a) the Underlying Carrier or Supplier should inform the Customer that an Interim Service will not be available; and
  - (b) connect or rectify the service as soon as practicable.

## **4.7 Priority Assistance - Service Reliability**

- 4.7.1 Suppliers and Underlying Carriers should take reasonable steps to provide a STS with the highest level of service reliability requirements practicably available at that time for Priority Customers.

*NOTE: All parties to this Guideline acknowledge that Underlying Carriers do not and cannot guarantee the provision of continuous fault-free services and that nothing in this Guideline obliges Suppliers or Underlying Carriers to guarantee the provision of a continuous or fault-free service.*

- 4.7.2 A STS is deemed to meet service reliability requirements if less than two recurring or separate faults occur in the previous three-month period and those faults cause the STS to be Inoperative.
- 4.7.3 If the STS is not meeting the service reliability requirements set out in clause 4.7.2, the Underlying Carrier and Supplier should both take reasonable steps to identify and rectify the underlying conditions contributing to the reduced reliability.
- 4.7.4 Where multiple services are supplied to a Priority Customer, the Underlying Carrier and the Supplier should use all reasonable endeavours to manage the provision of those services to maximise the reliability of the Priority Service to the highest level of service reliability practicably available at that time.
- 4.7.5 Access Providers should comply with the ULLS reliability standards as per *Unconditioned Local Loop Service - Fault Management G572:2007* Industry Guideline for Priority Customers.

#### **4.8 Credit Management and Barring**

A Supplier should ensure that a Priority Customer is provided with access to the "000" and "106" emergency service numbers at all times whilst the Customer is subject to credit management action, but not after the STS has been Disconnected.

#### **4.9 Circumstances Beyond a Supplier's or Underlying Carrier's Control**

- 4.9.1 For the purposes of this Guideline, circumstances beyond the control of a Supplier or Underlying Carrier, may include, but are not limited to:
  - (a) damage to a facility or interruption to services of the Underlying Carrier or Supplier that is not caused by the Underlying Carrier or Supplier, e.g. power outage;
  - (b) natural disasters or extreme weather conditions that cause mass outages of services;
  - (c) a law of the Commonwealth, or of a State or Territory, that prevents an Underlying Carrier or Supplier from complying with this Guideline;
  - (d) where the Supplier is prevented from connecting or rectifying a service, because the consent or authority of any person (other than the person making the request) is required before the Supplier is authorised to perform the works necessary to supply or rectify the service;
  - (e) where it is unsafe for Supplier staff to connect or rectify a service (e.g. where the supply or repair of a service would put Supplier staff or the public at risk of exposure to unreasonable health or safety risk); and
  - (f) the inability of the Supplier or Underlying Carrier to connect a STS or rectify a fault or service difficulty because the Supplier or Underlying Carrier is unable to obtain lawful access to land or a facility.

- 4.9.2 Except as set out in clauses 4.6.1, 4.6.2 and 4.6.4, for the purposes of this Guideline, circumstances beyond the control of a Supplier or Underlying Carrier include:
- (a) connection of a STS to the extent that a Supplier or Underlying Carrier relies on infrastructure or other services being provided by an Access Provider to:
    - 1. connect an ULLS, or
    - 2. connect an ethernet bitstream service; and
  - (b) a fault that occurs in an Access Provider's ULLS or ethernet bitstream service.
- 4.9.3 Where an Underlying Carrier seeks to rely on clause 4.9.1, it should advise relevant Suppliers within one Business Day of becoming aware that circumstances will affect its ability to supply or repair a STS within the relevant timeframes specified in this Guideline.

#### **4.10 Information to Customers about Priority Assistance**

- 4.10.1 Before acquiring a new Customer, or as soon as practicable after acquiring a new Customer, the Supplier should provide information about Priority Assistance to the Customer.
- 4.10.2 Suppliers should also make available information about Priority Assistance to their existing Customers on an ongoing basis.

*For example, via bill messages or on their website.*

- 4.10.3 When providing information to Customers, Suppliers should provide information that, so far as practicable, is in simple and straightforward language.
- 4.10.4 Any CSP that offers a STS and does not offer Priority Assistance should advise all new and existing Customers that it does not provide Priority Assistance.
- 4.10.5 On receipt of advice from a Customer that they wish to apply for Priority Assistance, the Supplier should advise the Customer:
- (a) of the circumstances under which any fees or charges may be levied;
  - (b) whether Priority Customers will be required to reapply on a regular basis; and
  - (c) that the Customer will need to inform the Supplier of any change in their circumstances that affects their eligibility for Priority Assistance.

#### **4.11 Privacy and Customer Contact**

- 4.11.1 In accordance with the *Privacy Act 1988* Suppliers should only collect information that is necessary for the provision of Priority Assistance. Suppliers should not require medical practitioners to give any information regarding the Customer's medical condition, but should only require that the medical practitioner certifies that the individual's medical condition is covered by the Eligibility Criteria.

- 4.1.1.2 In accordance with the Privacy Act 1988, Underlying Carriers and Suppliers should safely dispose of, and not record, any unnecessary health information that is inadvertently disclosed to them either by a medical practitioner or a Customer.
- 4.1.1.3 Suppliers should act in good faith at all times and should provide all assistance sought by Underlying Carriers. Where the Underlying Carrier reasonably believes it is necessary to contact the Supplier's Customers, it is permitted to do so only for the purposes of:
- (a) rectifying faults;
  - (b) organising the connection for the Supplier;
  - (c) ensuring reliability of the service; or
  - (d) organising an Interim Service.

*NOTE: Suppliers are bound by privacy requirements in both Part 13 of the Act and the Australian Privacy Principles (APPs) contained in the Privacy Act 1988. The APPs have more stringent rules on the collection and use of what is called 'sensitive' information, which includes information about a person's health.*

#### **4.12 Emergency Medical Requests from Customers Who Have Not Registered for Priority Assistance**

- 4.12.1 The Guideline recognises there may be some Customers who have not yet registered for Priority Assistance but who, due to an unexpected life threatening medical condition (affecting them or a person living with them), have an urgent need for access to a working STS. Suppliers should respond to such requests on a case by case basis, and should adopt the procedures below in considering such requests.
- 4.12.2 The Supplier should provide the Customer with information regarding eligibility for Priority Assistance and how to register for the service. Should the Customer attest that they meet the Priority Assistance eligibility criteria, the Customer should be asked if they have access to an existing mobile phone service.
- 4.12.3 If the Customer has access to an existing mobile phone service, the Supplier should discuss with the Customer whether the mobile phone service:
- (a) is reliable (e.g. there is good mobile coverage); and
  - (b) can be relied upon to seek assistance in the event of an emergency;
- in order to meet the needs of the person with the life threatening medical condition (until their STS is connected or the fault rectified).
- 4.12.4 If the Customer's circumstances mean that reliance on an existing mobile phone service is appropriate, that Customer should have their service connected or fault rectified within the applicable non-priority assistance timeframes (e.g. as set out in the Supplier's terms and conditions).

- 4.12.5 The Supplier should keep the Customer informed of its progress in meeting the applicable timeframes as per clause 4.12.4.
- 4.12.6 If the Customer does not have access to an existing mobile phone service that can be relied upon to seek assistance in the event of an emergency, the Supplier should offer the Customer an Interim Service. Where the offer of an Interim Service is accepted by the Customer, the Supplier should, unless circumstances beyond its control prevent it, supply the service within:
- (i) 24 hours in Urban and Rural areas; or
  - (ii) 48 hours in Remote areas; or
- a longer timeframe if requested by the Customer.
- 4.12.7 In some circumstances, the Supplier should (in lieu of offering an Interim Service) provide Priority Assistance equivalent service connection or fault rectification timeframes for the Customer's nominated STS.
- 4.12.8 In all circumstances, Customers who obtain the benefit of Priority Assistance equivalent timeframes are taken to acknowledge and accept that:
- (a) they are not deemed to be a Priority Customer until their Supplier has received a completed Priority Assistance Application Form and determined that the Customer meets the Eligibility Criteria;
  - (b) they should apply for registration within 28 Business Days of making the emergency medical request by submitting a completed and accurate Priority Assistance Application Form; and that
  - (c) the Supplier reserves the right to impose a service charge, at its discretion, where a Customer:
    - (i) does not apply within the prescribed timeframe above; or
    - (ii) does apply but he/she does not meet the eligibility criteria for Priority Assistance.
- 4.12.9 In the event that a Customer does not demonstrate their eligibility to their Supplier within 28 calendar days, the Supplier may impose a cost recovery charge on the Customer.

*NOTE: Charges may apply to those Customers who have clearly misrepresented their circumstances or who have sought to misuse or abuse the Priority Assistance offering of the Supplier.*

## **5 PRIORITY ASSISTANCE PROCESS**

### **5.1 Receipt of a Valid Priority Assistance Application Form**

- 5.1.1 Upon receipt of a Valid Priority Assistance Application Form, the Supplier should:
- (a) update its systems such that the Customer is flagged as a Priority Customer within five Business Days of receipt of the application; and
  - (b) where the Supplier is not the Underlying Carrier advise the Underlying Carrier by the end of the next Business Day after its systems are updated.
- 5.1.2 Within one Business Day of advice from the Supplier that the Customer is a Priority Customer, the Underlying Carrier should update its systems (if it has not already done so) to reflect the Priority Assistance status of the Customer.
- 5.1.3 The Underlying Carrier should confirm it has updated the Customer's status to Priority Customer within one Business Day of the Underlying Carrier updating its systems.

### **5.2 Supplier Request for Priority Connection**

- 5.2.4 Unless there are circumstances beyond the Underlying Carrier's control, the Underlying Carrier should use reasonable endeavours to connect the first STS for a Priority Customer with the highest level of service practicably available but no later than:
- (a) 24 hours of the Supplier's request in Urban and Rural areas; and
  - (b) 48 hours of the Supplier's request in Remote areas.
- 5.2.5 To assist the Underlying Carrier meet the requirements of clause 4.2.3, the Supplier should:
- (a) provide the Underlying Carrier with the information set out in clause 5.10.2; and
  - (b) forward the request for Priority Assistance to the Underlying Carrier as a matter of urgency and in any case no longer than two Business Hours after the request is received.
- 5.2.6 The Underlying Carrier should notify the Supplier that the Priority Customer's service has been connected as soon as practicable but no longer than one Business Day after service connection.
- 5.2.7 If a Customer when making a request for connection specifies a date outside the time frame in clause 4.2.3, the Supplier may make arrangements with the Customer to connect the service on that date.
- 5.2.8 A Supplier should comply with agreed arrangements made under clause 5.2.7.



### **5.3 Disconnection of STS**

- 5.3.1 Priority Assistance should cease at the time of Disconnection unless it is a relocation where the Priority Customer remains with the same Supplier.
- 5.3.2 The Underlying Carrier should remove Priority Assistance status from the STS each time a Priority Customer changes Supplier.
- 5.3.3 Where a change of residential Customer has occurred, the Underlying Carrier should remove the Priority Assistance status unless advised by the Supplier that the Priority Assistance status should remain.

### **5.4 Supplier Request for Priority Fault Rectification**

- 5.4.1 Unless there are circumstances beyond the Supplier's control, where an individual reports to a Supplier that a Priority Assistance service is Inoperative, the Supplier should use reasonable endeavours to rectify the fault to ensure that there is at least one working service at the place of residence with the highest level of service practicably available, but no later than:
  - (a) 24 hours of a Customer's request in Urban and Rural Areas; and
  - (b) 48 hours of a Customer's request in Remote Areas.
- 5.4.2 A Supplier that provides Priority Assistance should immediately, or in any case within two Business Hours of recording a Customer's fault, report the fault to the Underlying Carrier to arrange priority restoration for the affected STS.
- 5.4.3 The Underlying Carrier on receipt of a fault report should:
  - (a) allocate a unique fault identification number; and
  - (b) advise the Supplier as soon as practicable but no later than one Business Day after the fault has been rectified, so that they may contact the Customer and confirm that the fault has been rectified and that they have at least one working STS at their place of residence.
- 5.4.4 If a Customer when making a fault report specifies a date outside the time frame in clause 5.4.1, the Supplier may make arrangements with the Customer to rectify the service on that date.
- 5.4.5 A Supplier should comply with agreed arrangements made under clause 5.5.1.

### **5.5 Supplier Request for Interim Services**

- 5.5.1 A Supplier may make arrangements with an Underlying Carrier to provide an Interim Service directly to its Customers where the Supplier cannot connect a service or rectify a fault in accordance with the timeframes in clause 4.2.3 and section 4.4.
- 5.5.2 Where the Supplier makes arrangements with an Underlying Carrier to provide an Interim Service, the Underlying Carrier:

- (b) should offer to the Supplier alternatives for an Interim Service that may be provided to or arranged with the Customer; and
- (c) should use reasonable endeavours to provide the Interim Service within:
  - (i) 24 hours in Urban and Rural areas; or
  - (ii) 48 hours in Remote areas.

## **5.6 Reliability of STS**

- 5.6.1 In the case where a Supplier determines that the STS does not meet the service reliability requirements set out in clause 4.7.2 and the Supplier is not the Underlying Carrier, the Supplier should advise the Underlying Carrier as soon as practicable.
- 5.6.2 Upon receipt of such advice from a Supplier, the Underlying Carrier should as soon as practicable:
  - (a) thoroughly test the STS to identify any underlying network causes of faults;
  - (b) if an underlying network cause is identified, advise the Supplier of its action plan to ensure that the STS is remediated to the highest level of service reliability practicably available at that time;
  - (c) provide regular updates until the STS has been remediated; and
  - (d) advise the Supplier when the STS has been remediated to the highest level of service reliability practicably available at that time.
- 5.6.3 Underlying Carriers should conduct regular reviews of the wholesale Priority Assistance they provide participating Suppliers to assist in the provision of services to Suppliers to the highest level of service reliability practicably available at that time. Such reviews may take into account matters such as the incidence of faults on STS provided in respect of Priority Customers.

## **5.7 Service Outages**

- 5.7.1 Underlying Carriers should take reasonable steps to minimise the disruption of service outages on the provision of services to Priority Customers.
- 5.7.2 Where a service outage affects a Priority Customer, the Underlying Carrier should advise affected Suppliers as soon as practicable but in any event within one Business Day of becoming aware of the outage.

## **5.8 Renewal and Maintenance of Priority Assistance Status**

- 5.8.1 Suppliers and Underlying Carriers offering Priority Assistance should ensure that they have processes in place to maintain and renew a Customer's Priority Assistance status.

*NOTE: As per clause 4.10.5, Customers should be informed when applying for Priority Assistance as to what renewal requirements are in place, e.g. how often renewal is required, whether medical certification is required for each renewal, and so on.*

## **5.9 Cancellation of Priority Assistance Status**

- 5.9.1 Where a Priority Customer notifies their Supplier that they wish to cancel their Priority Assistance status, the Supplier should remove the status as soon as practicable.
- 5.9.2 Where the Supplier is not the Underlying Carrier, the Supplier should notify the Underlying Carrier by the end of the next Business Day that the Priority Customer's Priority Assistance status is no longer required.
- 5.9.3 On receipt of a request from a Supplier to remove a Customer's Priority Assistance status, the Underlying Carrier should remove the Priority Customer's Priority Assistance status and provide confirmation to the Supplier that the status has been removed by the end of the next Business Day.

## **5.10 Communication Methods and Information Transfer**

- 5.10.1 The minimum communications method between Suppliers and Underlying Carriers should be electronic or as otherwise agreed. This may include, but is not limited to, email or order management interfaces.
- 5.10.2 All notifications and responses should contain at least:
  - (a) service number (if available);
  - (b) requesting Supplier;
  - (c) indication that the request is related to Priority Assistance; and
  - (d) type of notification or response.

## **5.11 Complaints and Escalations**

- 5.11.1 Suppliers and Underlying Carriers involved in the provision of Priority Assistance should establish complaint and escalation processes to support the provision of Priority Assistance to their Customers.

*NOTE: For more information regarding the responsibilities on Suppliers with regard to complaint handling, refer to CA Telecommunications Consumer Protections Code C628:2015.*

- 5.11.2 Suppliers and Underlying Carriers should establish complaint and escalation procedures with each other regarding the provision of Priority Assistance, including without limitation, a process for Suppliers to raise any failure to rectify faults, failure to provide an adequate alternate service or respond within the service levels specified within this Guideline.

## **5.12 Bilateral Arrangements**

- 5.12.1 Any bilateral agreement should be consistent with this Guideline. This Guideline does not constrain parties from improving on the minimum standard set out in this Guideline.
- 5.12.2 Bilateral arrangements may include but are not limited to:
- (a) arrangements for the monitoring and review of performance and operation of the inter-operator Priority Assistance procedures;
  - (b) complaint handling;
  - (c) communications methods and timeframes;
  - (d) escalation procedures; and
  - (e) charges (if any).

## **5.13 Supplier Request for Emergency Medical Response**

- 5.13.1 A Supplier may make arrangements with an Underlying Carrier to provide an Interim Service directly to its Customers where the Supplier identifies that a Customer, who has not registered for Priority Assistance, has:
- (a) an urgent need for access to a working STS (in accordance with clause 4.12);
  - (b) no working STS at the Customer's premises; and
  - (c) the Customer does not have access to an existing mobile phone service that can be relied upon to seek assistance in the event of an emergency.
- 5.13.2 Where the Supplier makes arrangements with an Underlying Carrier to provide an Interim Service, the Underlying Carrier:
- (a) should offer to the Supplier alternatives for an Interim Service that may be provided to or arranged with the Customer; and
  - (b) should use reasonable endeavours to provide the Interim Service within:
    - (i) 24 hours in Urban and Rural areas; or
    - (ii) 48 hours in Remote areas.

## 6 REFERENCES

<b>Publication</b>	<b>Title</b>
<b>Industry Codes</b>	
C617:2017	Connect Outstanding
C628:2015	Telecommunications Consumer Protections Code
<b>Industry Documents</b>	
<i>Telstra Priority Assistance for Life Threatening Medical Conditions Policy</i>	
<b>Industry Guidelines</b>	
G572:2007	Unconditioned Local Loop Service - Fault Management
<b>Legislation</b>	
<i>Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997</i>	
<i>Privacy Act 1988 (Cth)</i>	
<i>Telecommunications Act 1997 (Cth)</i>	
<i>Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)</i>	
<i>Competition and Consumer Act 2010 (Cth)</i>	

## APPENDIX

### A ELIGIBILITY CRITERIA

#### Indicative list of eligible medical conditions

This indicative list was created by the Department of Health and Ageing in consultation with relevant non-government medical experts and endorsed by the Chief Medical Officer of Australia.

#### ELIGIBILITY CRITERIA:

Eligibility for Priority Assistance to STS is available for people who require the telephone to access emergency medical treatment or advice to reduce the possibility of death from a diagnosed life-threatening medical condition.

To qualify, the residential Customer, or a resident of their household, must be known to have a condition where there is a substantially increased risk of a life-threatening emergency:

- (a) with a significantly increased possibility of a rapid deterioration in the person's condition, to the point that it becomes life-threatening; and
- (b) where prompt attendance by an ambulance, or prompt provision of telephone advice by a doctor or health professional could avert the incidence of death.

#### ELIGIBLE MEDICAL CONDITIONS:

Medical practitioners may be asked to certify that one or more of their patients are being treated for a medical condition, in accordance with the eligibility criteria (below). The following list of Eligible Medical Conditions, developed with advice from general practitioners and other medical specialists, is provided for guidance. If an eligible medical condition has been diagnosed, and the risk is continuing, certification would be justified.

Certification would also be justified for conditions not on the list, provided that, in the judgment of the practitioner, they met the Eligibility Criteria to the same extent as the conditions listed.

#### Patients at high risk of respiratory emergencies

- Anaphylaxis or angioedema
- Severe asthma (as specified in National Asthma Council Guidelines)

#### Patients at high risk of cardiovascular emergencies

- Ventricular arrhythmias
- Unstable angina
- Acute myocardial infarction within the last 6 months
- On waiting list for aortic aneurysm, coronary or carotid artery surgery

#### Patients at risk of life-threatening hypoglycaemia or epilepsy

- Unstable insulin-dependent diabetes
- Poorly controlled grand-mal seizures

Patients at high risk of obstetric and neonatal emergencies

- High-risk pregnancy (e.g. placenta praevia)
- Infants at risk (e.g. because of prematurity) with history of apnoea

Patients with high-risk mental health disorders

- Severe mental health disorder with significant risk of self-harm or harm to others

Technology dependent patients who are at high risk

- Haemodialysis in the home
- Patients on home respirators or with tracheostomies
- Oxygen –dependent patients (e.g. with severe obstructive pulmonary disease)

Other dependent patients who live alone, without support or in remote locations

Patients with other dependent medical conditions would qualify for Priority Assistance only if they live alone, without social support, or in a remote location e.g.:

- Dialysis patients
- Oncology patients
- AIDS patients
- Haemophilia patients, and others with bleeding disorders
- Severely disabled persons.

## APPENDIX

### B PRIORITY ASSISTANCE APPLICATION FORM EXAMPLE

Below is an example of the type of information of which a Supplier may include on a "Priority Assistance Application Form".

- (a) Customer's details including name and address;
- (b) telephone number(s) associated with the place of residence;
- (c) an indicator to confirm whether the Customer's name or address has changed;
- (d) acknowledgment by the Customer that the Customer is authorised to request Priority Assistance for the nominated telephone number(s);
- (e) acknowledgment from the Customer that they are requesting Priority Assistance;
- (f) advice on how a Customer qualifies to be a Priority Customer;
- (g) a section to be completed that confirms that the Customer qualifies as a Priority Customer on the basis of the Eligibility Criteria;

*NOTE: The Code does not require medical practitioners to give detailed information regarding the Customer's medical condition, but instead certification that the individual's medical condition is covered by the Eligibility Criteria.*

- (h) advice that where the Customer is unable to access a medical practitioner to obtain medical certification, the Customer should contact their Supplier to seek information about alternative arrangements; and
- (i) the official stamp of professional or registration, certificate, membership or provider number.



## **PARTICIPANTS**

The Working Committee responsible for the development of this Guideline consisted of the following organisations and their representatives:

<b>Organisation</b>	<b>Membership</b>	<b>Representative</b>
nbn co	Non - voting	Mark Duke
nbn co	Voting	Pravin Menon
Optus	Voting	Xanthe Corbett-Jones
Telstra	Voting	Shona Fury
Vodafone Hutchison Australia	Non-voting	Alexander R Osborne

The Working Committee was chaired by Alexander R Osborne. Craig Purdon of Communications Alliance provided project management support.

Communications Alliance was formed in 1997 to provide a unified voice for the Australian communications industry and to lead it into the next generation of converging networks, technologies and services.

In pursuing its goals, Communications Alliance offers a forum for the industry to make coherent and constructive contributions to policy development and debate.

Communications Alliance seeks to facilitate open, effective and ethical competition between service providers while ensuring efficient, safe operation of networks, the provision of innovative services and the enhancement of consumer outcomes.

It is committed to the achievement of the policy objective of the *Telecommunications Act 1997* - the greatest practicable use of industry self-regulation without imposing undue financial and administrative burdens on industry.



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**Level 12  
75 Miller Street  
North Sydney  
NSW 2060 Australia**

**Correspondence  
PO Box 444  
Milsons Point  
NSW 1565**

**T 61 2 9959 9111  
F 61 2 9954 6136  
E [info@commsalliance.com.au](mailto:info@commsalliance.com.au)  
[www.commsalliance.com.au](http://www.commsalliance.com.au)  
ABN 56 078 026 507**

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