

INDUSTRY CODE

DRAFT FOR PUBLIC COMMENT - C628: 2025

TELECOMMUNICATIONS CONSUMER PROTECTIONS CODE

SUPPORTING THE CONSUMER

Page 33

“Objectives

1. Consumers can easily access clear, comparable, accurate and inclusive, plain language information about a CSP’s products and services.”

Extend wording to include “complaint handling processes”, as this is an integral part of consumer interaction.

Languages Page 34

4.1.5. A CSP must make the following information available to the public at no cost, including on its website, with its contact information: [new]

(a) the contact details of an interpreter service in at least 5 community languages; [new]

The definition of community language on page 10 is

Community languages refers to the commonly spoken languages used in the relevant community. For example:

- the CSP’s specific customer base;
- the CSP’s target demographic; or
- languages commonly used in Australia (based on public data e.g. from the ABS).

As the ABS list of commonly used languages is based on census data, is there likely to be significant change in the five languages.

The five commonly used languages are English, Mandarin, Arabic, Vietnamese, Cantonese,

The next four are Punjabi, Greek, Italian, Hindi and Spanish.

The 2024 census information may be available by the time the TCP code is finalised, and an update can be done if needed.

Why not list the five languages as mandatory for all CSP's and change the definition to be the five specific languages and the CSP specific community languages.

5. RESPONSIBLE SELLING: PRE-SALE INFORMATION AND ADVERTISING

CRITICAL IMPACT SUMMARY

Chapter 5 appears to be written entirely based on contract sales, with fixed prices and fixed terms.

Such fixed contracts have no price increases built into them for inflation.

A customer who wants a new landline service for an uncontracted term will face price increases and the CSP is not bound to maintain any contracted terms, as would be the case, for example, for a customer buying a mobile phone bundle.

There is no mention in Chapter 5, that CSPS can and will-

- a) Change the monthly or annual cost of their products and services,
- b) Are required to notify customers of the change of the monthly or annual (or other billing cycle) costs,
- c) Are required to notify customer of the change of any terms, conditions or details required in the CIS.
- d) The outcome if the CSP discontinues offering the plan, how and when cost increases and changes to the terms, conditions or wording of the CIS, other than that it must maintain the CIS's availability
- e) That if the CSP discontinues the product or service, whether it can change the customer to another product or service, if there are any cost limitation, product change limitations or whether the customer can seek to change their product without change or termination penalties.

7.2.2 stipulates notification requirements for change of contracts, and specifically refers to increase charges, yet this period and changeability is not part of the requirement for the CIS.

6. RESPONSIBLE SELLING: SALES, CONTRACTS AND CREDIT ASSESSMENTS

Information provided to consumers prior to a sale

6.1.8. A CSP must provide the CIS for telecommunications services to a consumer prior to a sale, except where: [4.2.8] –

- (a) the sale is for a pre-paid telecommunications service. In this case, a CSP must provide the CIS:

- (i) with the order summary; or
- (ii) during the activation process; [new]

As a customer can purchase a pre-paid service from a store (Telstra, Optus, Vodafone) in person the requirement to provide a CIS shall be compulsory prior to sale.

A customer does not have to activate their sim card at the store, and 6.18 (a) would mean that the consumer can purchase in a CSP's store, where the staff can supply the CIS, but not be required to be given this until activation.

At this point, the customer would be unknowingly and unlikely to be able to obtain a refund for the product as it is prepaid.

If the prepaid service is bought in a shop with a backing card to the sim, the CIS details can be accessible.

6.1.8 (a) should be removed, as there is no reason why an instore purchase of prepaid directly from a CSP should not be mandatorily given the CIS, as would occur for any other post paid or contract product, noting that there is a prepaid element to all bundle contracts.

6.3.2 stipulates the order summary for a contract must be supplied within 5 business days, so again the customer should not be liable for any service charges as in 6.1.8 (b)(iii) if they are provided with incorrect information.

If it is intended that the clause should remain, then the same cancellation clause should be included as appears at 6.1.8 (b) (iii).

This would provide protection for the mis selling of a product or where the product does not meet the customers needs and this could not be ascertained prior to purchase due to the requirement not to provide the CIS until after the sale is completed.

7.1.10 and 7.1.11 delivery of notifications should also be cross referenced to mis selling particularly where 6.1.13 and 5.3.5(k) apply.

Remedies for incorrect information

6.1.13. Where a customer has purchased a mobile telecommunications service, and actual mobile network coverage does not meet the customer's coverage requirements

(see cl. 5.3.5(k), a CSP must allow the customer to exit their service contract with no early exit fees. [new]

The remedy for mis selling where the network coverage map under 5.3.5(k) and the definition of “generally available network coverage”, the remedy should not be limited to exiting the contract with no early exit fees.

It should include the following

- a) Any charges for the service from the time of sale, as the customer may not be able to determine there is no network immediately, as they would be encouraged by the CSP to see if it is due to an outage or a temporary service issue. The customer may not be able to return the product immediately, as this issue is more likely to occur in regional, rural and remote areas, where access to return a device is restricted,
- b) The device purchased for the purpose, shall also be refunded in full, as it can not be used under 5.3.5 (K).
- c) The clause only provides a remedy of the contract and service fees, it does not stipulate any device, which may have been purchased outright, based on the “generally available network coverage” provided by the CSP.
- d) The CSP is not permitted to sell product enhancements, such as boosters or aerials instead of complying with 6.1.13.

6.1.14 stipulates that a “CSP must allow return of the telecommunications good, or cancellation of the purchased telecommunications service without charge. [new]”.

This should apply to 6.1.13 as well, not just for vulnerable customers.

NO REQUIREMENT TO UPDATE GENERALLY AVAILABLE NETWORK COVERAGE MAPS

In the even that a service or device is returned under 6.1.13 due to the inaccuracy of the maps provided by the CSP, there is no requirement for the CSP or reseller to update the maps, to ensure accuracy.

Such a clause would provide protection for the CSP and the customer, as the CSP will not be put in the same situation, of the cost of selling a service that it knows can not work and for which cancellation is likely, and for the customers in that location are not put in the same situation.

Notifications under 7.1.10 and 7.1.11 shall be deemed to not be served when a customer has used 6.1.13, as the customer has used their right to return or cancel the service and product as it does not have access to the mobile network.

The CSP can not claim it has issued notices to a customer on SMS when the customer has claimed 6.1.13 and 5.3.5(k).

Remedies for consumers in vulnerable circumstances

6.1.14. Where a customer has purchased a telecommunications good or service while affected by a vulnerability that impacted their decision-making at the time of sale, a CSP must allow return of the telecommunications good, or cancellation of the purchased telecommunications service without charge. [new]

This clause refers to the return of the telecommunication good (phone, tablet etc) but does not state whether a full refund of any purchase price (if purchased outright) or whether a partial charge may apply.

The clause only refers to the no charge for the cancellation of the purchased telecommunications service without charge.

The clause also does not refer to the treatment of any call charges made prior to the return or cancellation, if 6.1.14 applies.

If a vulnerable person has purchased a service which does not have capped or free call charge components, and they were of the belief it did, should they be responsible for call charges (including international, long distance, roaming or additional data).

6.2. Credit assessments

Assessing creditworthiness: new residential consumers

6.2.1. A CSP must complete a credit assessment for new residential consumers where the contract may result in: [updated 6.1, 6.1.1(b)]

(a) a debt owed by the consumer equal to or greater than \$150; and [new]

(b) the debt being pursued by the CSP. [new]

This would apply to all customers, as \$150 is likely to be reached quickly in any non-payment situation, bearing in mind many contracts for a device and service fee exceed this amount per month and it would be the intent of all CSP to pursue debts including taking action to terminate the service.

Therefore, this clause effectively requires that all new residential consumers will have a credit assessment done.

Delivery methods for customer notifications

7.1.11. A CSP must deliver notifications in accordance with recorded contact preferences where possible. [6.5.6]

Note: 'where possible' will include consideration of cl. 7.1.9; whether a customer has any preferences recorded, whether the CSP's IT capabilities permit a choice of delivery methods.

If the CSP has offered a notification preference, then it would be on the basis that the CSP can utilise those preferences.

Why would a CSP offer or be permitted to offer a communication preference that it is unable to use due to limitations of its own service.

Therefore, the Note should be deleted, as it makes no sense, if the CSP has offered a preference.

The delivery methods shall be clear, if it is mobile, then notification is by sms, if it is internet then by email, if it is a landline, by landline or mail.

In the instance where a customer has used 6.1.13 and 5.3.5 (k) to seek a remedy due to no mobile coverage where the CSP's map indicates there is coverage, it should not be within the TCP code that they are deemed to be served a notice by SMS after notifying they have not coverage.

Therefore, an additional clause should refer to this, so that CSP's do not have to notify of the outcome of the 6.1.13 and 5.3.5 (k) application by sms, and there should be no delay in refunds because the consumer can not receive sms under those circumstances.

7.2. Requests to change or terminate a contract

CSP-initiated change to a contract

7.2.2. Where a CSP proposes a detrimental change to a customer's telecommunications service contract, it must notify the consumer a minimum of 20 working days before the earliest date the proposed change may be completed. [new]

Note: a detrimental change may include a change to contract benefits, such as an increase in cost or loss of entitlements.

As referred to earlier, there is no requirement under the code for price rises and changes to be permitted or possible in the CIS requirements.

Exemptions to CSP notice requirements

7.2.3. A CSP will not be in breach of their obligations under cl. 7.2.2 where the CSP:
[new]

(a) reasonably considers the change is likely to benefit the customer or have a neutral impact on them; or [new]

(b) makes changes as required by other legal or regulatory obligations; or [new] Note: for example, see Chapter 9 for credit management obligations and termination of contract.

(c) does not receive sufficient notice of a change from a wholesale provider to allow it to meet the timeframe provisions under cl. 7.2.2

If there is a requirement of the CIS or contract that price rises, as the example referred in the clauses, be notified, it would be the responsibility of the CSP to ensure that they can provide 20 days' notice of price changes.

If the CSP does not have an appropriate contract with their supplier, in relation to price rises, then this is not the consumers problem, the CSP shall wear the cost increase until they can provide the minimum notice.

7.5. Move to a different wholesale network provider

Notification of the move

There is no stipulation that if the change results in a loss of service (for example the new provider does not offer the same “generally available network coverage”, what the customer would be entitled to as a remedy.

6.1.13 only applies to the selling of a new service, not when the service status changes due to changing provider by the CSP.

8.2. Spend management and usage notifications

Timing of usage notifications

8.2.8. Usage notifications must be sent by a CSP no later than 48 hours after the customer has reached the following thresholds each month: [6.5.2]

48 hours is excessive for the notification of spend management and usage notifications.

There is no excuse for such a delay and this delay means the customer is liable for the costs for something that the CSP may have known about for two days, taken no action to notify, but is entitled to continue to claim the overspend amount after becoming aware of the overspending trend and event.

8.2.14. A CSP will not breach usage notification requirements because of delays due to a force majeure event. [6.5.7]

8.2.15. Where a customer incurs excess charges during a force majeure event during which usage notifications were delayed, a CSP must: [6.5.7].

How would a customer know there has been a force majeure event?

The event may occur in Brisbane due to storms that a customer in regional WA would be unlikely to be aware of.

Similarly, if the notification management is done overseas, the force majeure event would be unknown to customers as they would have no knowledge of where the notifications originate.

There would need to be a requirement that either the notification show a time that the notification was triggered (the spend event, limit) and when the notice was sent and that if the period is greater than “x” hours or days then the remedy shall apply.

9.1. Disconnection Reconnection of disconnected services

9.1.1. Where a customer’s telecommunication service has been restricted, suspended or disconnected:

(a) in error; or

(b) without the required notice in cl. 9.3.

a CSP must, without charge, reverse the restriction, suspension, or disconnection (unless otherwise agreed with the customer or where reconnection is not practical).

[new]

The customer should be entitled to a refund of part or all the service charges (monthly fee) when their service was restricted, as it is likely that the CSP would be continuing to charge during the restricted period.

This would not apply to call and usage charges.

Similarly, if a device is provided as part of the contract and was unusable due to being locked to the CSP's network, and the restriction, suspension or disconnection was for the reasons of 9.11, then an adjustment shall be made to the payment term for the period the device was unusable.

9.3. Restriction notices

Credit management notices

There is no reference to the contact method for suspended and disconnected accounts.

If a mobile phone customer is suspended or terminated, then the CSP cannot send a notification by sms.

Part of the process for suspension and disconnection shall include that an alternative notification method shall apply, so that the CSP can continue to communicate regarding debt recovery and to notify of the removal of the suspension or disconnection.

Submission lodged by

B Bebbington

RMB 313a Bridgetown WA 6255

Ph 08 9761 7535

No mobile, as we are not in a "generally available network coverage" area.

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