

Code chapter	Question
All chapters	<p>1. Are there any definitions or specific clauses that are not clear? Please provide details.</p> <p>Credit Management – Is a dishonoured card payment for prepaid plan is considered ‘an outstanding debt’?</p> <p>Direct Debit – review/ update to specify whether CSP initiated recurring deduction from credit/debit card with customer authorisation is or is not considered a Direct Debit.</p> <p>Reasonable assistance – define or provide examples as what’s reasonable is subjective.</p> <p>Periodic Price – neither ‘billing’ or ‘charging’ period relate to prepaid. Suggest amending definition to state ‘recharge validity period’ for prepaid for improved clarity.</p> <p>Sales staff – review/update to exclude inbound/reactive non-sales customer support staff.</p> <p>2.1.4 Training 3.2.2 - First Nations Cultural Awareness training to be completed within 12 months, not 6 months. This is due to the limited number of providers and expected high demand from CSPs.</p> <p>3.3.1. Please ensure the new brochure is available to meet the implementation dates finally agreed in the code.</p> <p>4.1.5. This requirement could result in higher prices for consumers as CSPs seek to recover support costs. e.g. A 15 minute interpreter assisted call with TIS is \$33.22. Suggest that this requirement apply only when CSP has targeted advertising in a language other than English, similar to 4.1.6.</p> <p>5.1.8 (b). Specify whether this clause applies to both prepaid and postpaid or postpaid only. Define payment method – as it could mean the process (auto/manual) or the application/instrument (direct debit/voucher recharge).</p>

	<p>5.1.8 (d). Suggest to include interpreter details only where CSP has targeted advertising in a language other than English, similar to 4.1.6.</p> <p>5.1.8 (d) & (e) Link to website should be acceptable for these requirements to reduce CIS size (include in Use of Links in CIS section).</p> <p>8.10.1 and 8.10.2. Clarify whether (a) CSP auto payment to credit/debit card and (b) customer initiated manual recharge using credit/debit card meets the requirement of 2 payment methods or whether the payment instrument must differ.</p>
Chapter 2, General	<p>2. Recognising that there will be limited flexibility to extend general implementation timeframes, are there areas, in addition to those listed at 2.1.4, that you believe require delayed implementation?</p> <p>Yes.</p> <p>Training 3.2.2 - First Nations Cultural Awareness training to be completed within 12 months, not 6 months. This is due to the limited number of providers and expected high demand from CSPs.</p> <p>Language 4.1.5 - Interpreter Services in 5 community languages to be available on website within 6 months, not 3 months, if requirement passes,</p> <p>Content of CIS 5.1 - Expanded CIS to be published within 6 months, not 3 months</p>
Chapter 2, Record Keeping	<p>3. Clauses associated with data retention have been consolidated and clarified to attempt to address various (often conflicting) stakeholder feedback.</p> <p>Requirements are clear.</p>
Chapter 4, Supporting the Consumer	<p>4. A new definition (Authorised estate representative) and new clauses have been included in the draft Code (section 4.5) to facilitate the management of a deceased customer’s account.</p> <p>Part 3 of the Telecommunications Service Provider (Customer Identity Authentication) Determination 2022 covers requirements for unlisted authorised representatives. Part 6 should be amended to state that part 4 does not apply when the customer is deceased. However, CSP should authenticate the representative as per Part 2 section 10 (2).</p>

<p>Chapters 5, 6, Responsible selling</p>	<p>5. Rules in relation to responsible selling in chapters 5 and 6 have been substantially strengthened in response to stakeholder feedback, particularly to address concerns about responsible sales incentive structures (section 6.1) and expectations about remedies.</p> <p>We understand the rationale for expanding the mandatory information in the CIS however, the additional content and resulting increased length in the document will discourage review by the consumer and key information could be missed.</p> <p>Refer above comments for 5.1.8 (d) & (e)</p>
<p>Chapter 6, Responsible selling</p>	<p>6. Credit assessment requirements at 6.2 have been substantially strengthened to increase consumer protections. These clauses require an affordability check, with an external credit check required when a customer could be liable for a debt of over a specified amount.</p> <p>Not applicable to our business.</p>
<p>Chapter 7 – Customer service and support</p>	<p>7. The Code requires CSPs to notify customers of CSP-initiated changes to a customer’s telecommunications service contract that are detrimental (7.2.2 and 7.2.3 (a) and (b). This rule reflects the Australian Consumer Law (ACL) requirements</p> <p>We agree that there’s a risk of consumer overload and disregard if all changes are communicated. Drafting is appropriate but recommend defining ‘detrimental change’.</p>

