

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<ul style="list-style-type: none"> The definition of 'financial hardship' is narrow and should be broadened so there is no ambiguity. ACMA is aware that telcos offer 'financial assistance' but see this as sitting outside of the TCP Code definition, which we consider unsatisfactory. 		<p>(out of scope) Agree. Will provide input as part of ACMA FH Std development process.</p>	<p>DC to provide definitional input as part of FH Std development process.</p>
<p>Incidence and persistence of financial difficulties with telco services.</p> <ul style="list-style-type: none"> Those in FH saw telco services as the lowest priority to pay first if there were multiple bills to pay at the same time. Telco bills are likely to be an ongoing concern. ACMA report 2.4 million consumers who were concerned about paying (any) bills. This was then compared to industry figures on FH customers, with reports about 4,388 residential FH customers. 		<ul style="list-style-type: none"> Formal hardship arrangements and financial hardship assistance are different – so this is likely at least partly a definitional issue. RE definitions, the quoted stats compare apples to oranges. The 4,388 refers to those in formal FH arrangements. It does not capture the numerous customers given informal financial hardship assistance – for example, plan changes, credits, 'stay connected' plans – none of which require the customer to provide evidence of hardship. If these numbers are included, the number of customers getting financial hardship help, will be significantly bigger. (no numbers are recorded, but likely in the hundreds of thousands). 	
<p>Definition of Financial Hardship</p> <ul style="list-style-type: none"> Does not include low income as a cause of hardship. The benefits currently afforded to consumers in FH including low-cost options, payment plans, and shaping, 		<ul style="list-style-type: none"> Scope of Code changed with FH Std announcement. But DC will consider whether 'low income' can be better accommodated in other chapters of Code - e.g., is selling & credit check requirements (outside of FH Std). 	<p>DC to consider whether low income can be accommodated in other chapters (that are outside of</p>

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>are not currently available to low-income consumers.</p>			<p>the Financial Hardship Standard).</p>
<ul style="list-style-type: none"> The FH definition limits the acceptable causes of consumers' financial difficulty to those contained in a list. Open-ended reference to "other reasonable temporary or ongoing" causes allows telcos discretion to determine what a reasonable cause of hardship is. This leaves discretion for telcos to determine what a reasonable cause of hardship is. Results in inconsistent interpretation/application of FH between different telcos and withing different complaints within the same telco. Deferred payment of bills "Promises to pay," do not trigger FH. The cause of a consumer's FH, and their personal belief about their capacity to pay, should be irrelevant to their entitlement to assistance. 	<ul style="list-style-type: none"> The Code should not allow a distinction between "financial hardship assistance" and other kinds of payment arrangements such as "Promises to Pay." The Code should clarify that the obligations to assist consumers apply to all consumers experiencing or anticipating payment difficulty. This should apply irrespective of the cause of that difficulty, or the consumer's personal belief about their capacity to pay. 	<ul style="list-style-type: none"> Accept that definitions can be confusing. There are formal FH arrangements vs lots of other 'help' if struggling. The DC will consider clearer definitions as they apply to TCP Code / FH Standard as that develops. 	<p>As above – where relevant, will consider how this can be considered in the context of the Code.</p>
<ul style="list-style-type: none"> While telcos can offer payment plans and bill payment extensions outside of formal financial hardship programs, these do not attract the TCP Code protections (for example, avoiding credit management action), afforded to customers on a formal financial hardship program. 		<p>This appears to come back to definitional issues - see earlier comments. Will consider clearer definitions as they apply to TCP Code / FH Standard as that develops.</p>	
<p>5. Bill (5.1 Information about charging, Bills and payment</p>	<ul style="list-style-type: none"> In section 5.1.2, add to (e) that consumers experiencing difficulty paying their bill 		<p>For billing section: Note box in code:</p>

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>processes)</p> <ul style="list-style-type: none"> Consumers don't know when to contact their service provider when experiencing difficulty paying their bill. 	<p>should contact their service provider before the due date. This need not contain any specific reference to hardship policies; it is just consumer education about talking to suppliers.</p>		<p>promote the message that customers should contact their supplier early for assistance on any telco-related issue (if not overtaken by Standard requirements)</p>
<p>Not current best practice</p> <ul style="list-style-type: none"> Do not require telcos providers to proactively identify consumers they may believe are at risk of entering into financial hardship. Do not require that telco providers offer consumers reasonable repayment options, only flexible repayment options. Financial Counselling Australia (FCA) noted that 50% of financial counsellors reported offers of unaffordable hardship arrangements by telco providers happened 'regularly' or 'all the time'. Enable telco providers to disconnect consumers partaking in a financial hardship arrangement without notice 	<ul style="list-style-type: none"> Telco customers want providers to be more proactive in initiating contact with customers who they identify may be in FH preferably through human contact. Consumers believe telcos could do better were reducing prices, and being more friendly, polite, helpful, supportive, or understanding. Call centre operators should be more empathetic. (consumer quotes on improvements p.28) 	<ul style="list-style-type: none"> overtaken by Standard - comments made to Dept. 	<p>Will consider where relevant in Code drafting.</p>
<p>7.1 Access to Financial Hardship</p> <ul style="list-style-type: none"> Not clear what 'readily accessible on the supplier's website' means. 	<p>In Section 7.1.1, there needs to be a definition of what "readily accessible on the supplier's website" means.</p>	<p>(out of scope) Agree. Will address. (or now, will be addressed in Std.)</p>	

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<ul style="list-style-type: none"> Can be hard to locate FH policy on website 			
7.1 Access to Financial Hardship	'In addition, financial hardship policies must be available in stores, on bills and in relevant communications with customers, alongside the direct contact details (email, phone number, live chat etc) for financial hardship staff.'	(probably out of scope?) Accept general concept but need to work out 'direct contact', and also note that it's not practical to require hard copies of the policy in stores - but could look at alternatives to achieve the same. E.g. a list of QR codes with links to key docs. DC to consider including in Code if not fully covered in standard.	
7.1 Access to Financial Hardship <ul style="list-style-type: none"> Consumers not aware, don't think they'd qualify or embarrassed, don't contact telcos for help. Sometimes they then borrowed money from friends or downgraded or switched service. Noted on the one hand that many participants weren't aware that they could contact their telco for FH assistance, but on the other that many participants were aware they could contact their provider, as their telco app had a FH or payment extension request option built in. Contact no. for financial hardship found on bills/bill reminders/overdue text messages. 	<ul style="list-style-type: none"> Make FH policy easy to <ul style="list-style-type: none"> Find; Access; and Understand. 	(out of scope) Agree that more can be done. Details expected in Std.	
Proactive identification of customers who MAY be in FH. Self-ID <ul style="list-style-type: none"> The code does not require considerations of any common indicators of financial hardship, nor any 		<ul style="list-style-type: none"> Overtaken by Std. But suggest: educate consumer; look at definitions about 'getting help' - plain English, accessible. Note: (unlike for gas or electricity) a customer downgrading to a cheaper 	

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>requirement that suppliers consider these indicators to mean that a consumer may be in need of hardship support.</p>		<p>services is a reasonable and appropriate outcome.</p> <ul style="list-style-type: none"> FH has to be about consumer “needs”, not “wants” (which telco can address – unlike gas or electricity). 	
<p>7.2.2 Options a supplier makes available to a customer</p> <ul style="list-style-type: none"> Suppliers all have different options in FH policy. Confusing for consumers. Too much flexibility given to providers in terms of the assistance measures the offer without having to take into consideration the needs and best interests of the vulnerable customer. 	<ul style="list-style-type: none"> The requirement under 7.2 must be strengthened to create an obligation for all RSPs to offer the same options in their financial hardship policy. Standardise a baseline for hardship programs across the telecommunications industry. <u>Recommendation 14</u>: Code should be more prescriptive about the assistance options telcos must offer to consumers experiencing or anticipating payment difficulty. <u>Recommendation 15</u>: The Code should explicitly require mandatory assistance options to be available to all of a telco's consumers, irrespective of the telco's system limitations (such as those imposed by the telco's choice of billing system). <u>Recommendation 16</u>: Minimum requirement that telcos offer the following options for payment assistance <ol style="list-style-type: none"> Consumers pay off debt in regular manageable instalments over an appropriate period of time on their individual circumstances (including long-term payment arrangements in excess of 12 months). 	<ul style="list-style-type: none"> overtaken by Standard. But suggest, that we may be able to look at categorising wording to get some kind of consistency, while ensuring the options will appropriately work for both parties, understanding that different products/providers will have different options that make sense for their product, and that need something that matches customer's needs. Ideally, want conversation with the customer to help them remain in control. Note: Many of options listed (1-7) already happen. See also comments regarding definition. Re (7), agree. DC to investigate sales incentive issues. 	<p>Re (7), agree. DC to investigate sales incentive issues.</p>

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
	<p>b) Reduce consumer's ongoing charges for an appropriate period of time (eg. to allow them to overcome a temporary financial shock).</p> <p>c) Option to cancel services or transfer to less expensive plans (including prepaid) without paying cancellation fees.</p> <p>Additionally</p> <ol style="list-style-type: none"> 1) Late payment fees should be waived for customers in financial hardship; cancellation fees should be waived for customers in serious hardship. 2) Flexible payment options including: extensions to payment times; payments to be made in instalments over longer period; incentives for making payments; low cost interim options until the customer can continue with original payments; payment vouchers distributed to clients by financial counsellors. 3) Hard caps and shaping. 4) Restructuring of customer's account. 5) Transferring the customer to pre-paid services. 6) Releasing a customer from their debt in situations where their financial hardship is entrenched. 7) When a provider has been found to have used irresponsible sales, practices, a customer's debt should be waived. 		

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
7.2.2 Options a supplier makes available to a customer <ul style="list-style-type: none"> Need flexibility for consumer 	<ul style="list-style-type: none"> Increased flexibility in the application of entry criteria for financial hardship arrangements Providing concessions for those on low incomes Offering financial hardship arrangements that are flexible and tailored to individual circumstances. This includes flexible approaches to billing and bill payment – including increased payment options that are free (other than direct debit) and allowing customers to part-pay their bills linked to their income payment frequency 	(out of scope) Financial Hardship Standard.	Payment issues for RC discussion. Some parts of this for TCP payments chpt.
7.4 Fair and timely FH assessment	The TCP Code does not prescribe what factors should be considered in assessing a customer's eligibility for FH assistance or what staff training would be appropriate in these circumstances.	Overtaken by Financial Hardship Standard.	
7.6.1 Requires telcos to provide flexible repayment options that meet a consumer's individual circumstances "where possible."	The code should require telcos to provide tailored assistance for consumers experiencing or anticipating payment difficulties.	Overtaken by Std.	
Clause 7.6.4 only requires telcos to "review" an existing arrangement if a consumer advises that their circumstances have changed.		Overtaken by Std.	Consider where relevant in responsible sales
7. Fin Hardship policy for pre-paid Confusion over whether pre-paid services should have a FH policy		Overtaken by Std. But consider the purpose - pre-paid is one option for managing/preventing financial harm + does not create ongoing risk of debt.	
7.7 Credit Management in FH Existing incentives to comply with the requirement to suspend credit management action for financial hardship customers may not be working adequately		Out of scope <ul style="list-style-type: none"> Enforcement issue. The fact that action was taken for breach of code arguably shows it is working. For 	

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
		the purpose of this review, this is out of scope/not actionable	
<p>Contact phone number for customer Advocates for FH Only 2/11 providers had a separate dedicated phone number for customer advocates for financial hardship customers.</p>	<p>Having a direct phone number for customer advocates makes it easier for advocates to facilitate fair outcomes for consumers when they need help.</p>	<p>(likely out of scope - Standard)</p> <ul style="list-style-type: none"> • Agree that it must be easy for customers/customer advocates to get assistance. • Suggest requirement should be for a direct CHANNEL (rather than phone) for customers or their advocates to contact telcos re clients' FH issues – as appropriate for the business. 	
<p>Best plan for circumstances The code lacks requirement of providers to consider if FH consumers are on the best plan for their circumstances.</p>	<p>It therefore does not also take into consideration whether the consumer is eligible to receive an ongoing or long-term lower cost offer due to holding a relevant concession card such as a healthcare card, a student card, or a seniors card.</p>	<ul style="list-style-type: none"> • This is a natural conversation where there's identified FH. If it needs to be better spelt out, prob now a discussion for the Std. (NB: it's already a requirement where a customer fails a credit check). 	<p>DC to look at incl. in responsible selling and sales training sections of Code.</p>
<ul style="list-style-type: none"> • ACMA's research indicated majority of participants had their bill payments deferred or extended, with only a small portion being put onto a FH arrangement. • Consumers who experienced difficulties or concerns with their telco bills did not fully understand the difference between payment plans, payment extensions and financial hardship 	<p>Telcos need to better explain the different forms of assistance to customers and provide more flexibility in applying financial hardship arrangements</p>	<p>(likely out of scope - Standard) Definitional issue.</p> <p>Note: Many customers find that they can adequately manage their finances by using the numerous other options available to them outside of formal FH arrangements.</p>	

4. Financial Hardship – NOTE: Most of this is now out of scope with the impending introduction of a FH Standard.

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>arrangements. This may, in part, explain why not many participants requested financial hardship arrangements.</p>			
<ul style="list-style-type: none"> • Financial Hardship Current protections in other essential service sectors - National Energy Customer Framework (NECF)/ National Energy Retail Regulations (NERR)(SA) Act 2011. • And Water Industry Competition (General) Regulation 2021, it is a licence condition for providers to establish a code of practice for debt recovery that must provide for the deferment, in whole or in part, of payments owed by customers suffering financial hardship. • Many existing telco safeguards are built on a legislative framework developed at a time when telco was not an essential service - there was not the diverse range of service providers there are now. 		<p>(Out of scope - Standard)</p>	

5. Training/Policies/Vulnerable Consumers			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>Training - Vulnerable Consumers. (Code s3.3)</p> <p>There is currently no requirement in the code for customer service staff that deal with the needs of vulnerable customers.</p>	<p>The following paragraph should be added to Chapter 3 - 3.3.6:</p> <p>“Suppliers must ensure that customer service staff receive training to deal with disadvantaged and vulnerable customers, and are able to deal with disadvantaged and vulnerable customers appropriately.”</p>	<ul style="list-style-type: none"> • This is from an old sub - appears to have been picked up in 2019 review. • But revised code to include enhanced training requirements for vulnerable consumers. 	<p>DC to include enhanced training requirements for vulnerable consumers.</p>
<p>Staff Conduct (Code s3.3.4)</p> <ul style="list-style-type: none"> • TIO has received complaints from consumers who say their telco's staff were rude to them when they made a complaint or enquiry. • A more general obligation for telcos to prevent staff from engaging in rude, harassing, or misleading conduct towards consumers is appropriate and would assist TIO in handling complaints about this behaviour. 	<p>The Code should include a general obligation for telcos to prevent their staff from engaging in rude, harassing, or misleading conduct towards consumers.</p>	<ul style="list-style-type: none"> • This is currently covered in general training /expectations - focussing on positive engagement. • However, DC will make sure the intent is appropriately conveyed in relevant sections of the revised code. 	<p>DC to ensure revised Code continues to include a requirement for positive staff conduct. (e.g. in training, sales chapters)</p>
<p>DFV</p> <p>Welcome the recent steps taken by industry to address DFV issues through the Assisting Consumers Affected by Domestic and Family Violence Guideline but consider that that direct regulation is required.</p>	<p>The code should include mandatory protections for DFV. The code should include at minimum:</p> <ol style="list-style-type: none"> a) Binding DFV policy that clearly sets out how it will identify and assist consumers experiencing DFV. b) All telco staff/managers receive ongoing training in how to assist consumers experiencing DFV. c) Secure process to assess and identify whether a consumer is affected by DFV, that avoids the need for the 	<ul style="list-style-type: none"> • CA has already clearly announced its intent to codify key clauses. (This intention was made public in the discussion paper and when the updated guideline was released in May 2023, as well as directly to all stakeholders that were thoroughly consulted as part of that Guideline’s development – incl. CALC, EARG, etc). This will include provisions covering all the key areas mentioned. • Note that it is important to understand where and why problems arise in order to 	<p>DC to include DFV-specific provisions in TCP Code to codify key elements of recently revised Guideline, as per its announcements in the discussion paper and on release of the updated guideline.</p>

5. Training/Policies/Vulnerable Consumers

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
	<p>consumer repeatedly disclose or refer to their experience.</p> <p>d) Consider the impact of any service suspension or disconnection for the consumer before starting credit management or debt collection activity.</p> <p>e) Prohibiting telco from requiring consumer to communicate with or disclose info about a perpetrator of DFV against them as part of dealing with an enquiry.</p>	<p>properly address them in this very complex, fraught area. That is why we have invested considerable time in reviewing and revising the guideline (<i>and its interplay with other effectively contradictory requirements in other instruments</i>).</p> <ul style="list-style-type: none"> • Further, changing processes, reviewing policies, updating training etc to take account of new guidelines takes time - effectiveness cannot be judged on problems experienced before the new guideline was even complete. • Note also that rights of use (ROU) issues have been specifically addressed in ROU Code (registered June 2023). (And see also SFOA comments below.) 	
<p>DFV</p> <ul style="list-style-type: none"> • Unenforceable protections for consumers experiencing family violence. • The code refers to Communications Alliance publication, <i>Assisting Customers Experiencing Domestic and Family Violence Guideline</i>, which is voluntary meaning little incentive to embed improved practices. Remaining connected is crucial for consumers experiencing DVF, affecting their ability to communicate with their support network and other specialist services. 		<p>A guideline's role is to provide guidance on best practice (not mandatory obligations).</p> <p>See also comments above.</p>	<p>See above</p>

5. Training/Policies/Vulnerable Consumers

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>DFV - vulnerable consumers</p> <ul style="list-style-type: none"> ACMA SOE review makes recommendations for CSPs dealing with vulnerable customers, however IAA advise that this is already dealt with in clause 3.4 of the TCP code in the commitment under the Introductory Statement. The Code should avoid the duplication of obligations. 	<p>If considered necessary to include specific provisions on protections for affected customers, IAA recommend that it refers CSPs to the G660 Guidelines and recommends the implementation measures as necessary and appropriate for the business.</p>	<p>See above</p>	<p>See above</p>
<p>DFV - new provision to enable the CSP to terminate the ROU of a DFV perpetrator in compliance with cl 4.3.3 of the Use of Numbers Code C566.</p> <p>i.e. to make it clear that an RSP will not be breaching other requirements (ROU) in terminating a DFV perpetrator. (An issue of conflicting obligations that CA identified and addressed.)</p>	<p>Consider adding a requirement to make clear that use of a service in relation to DFV will be seen as a breach of SFOA/T&Cs for a service</p>	<p>Agree – add requirement in SFOA as suggested</p>	<p>Accept – update as proposed.</p>
<p>Selling policies/ Sales incentives (vulnerable)</p> <ul style="list-style-type: none"> Many consumers can choose suitable services for themselves, but need more consumer safeguards at POS to protect vulnerable consumers who are less capable of making sound decisions. There should be improved practices and measures to limit the frequency with which consumers are signed up to unsuitable products. 	<ul style="list-style-type: none"> There needs to be ethical selling practices; Staff incentives that are aligned with long-term interests of the customer; Improved information at point of sale; and Robust credit assessment. RSPs need flexible and sensitive hardship programs. 	<ul style="list-style-type: none"> Agree with outcome /intent. DC to look at strengthening provisions regarding responsible and fair selling and addressing upselling/mis-selling. Re credit assessment - revisit but note balance and privacy issues. 	<p>DC to propose strengthened provisions for responsible selling.</p>

5. Training/Policies/Vulnerable Consumers			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
Selling/bundles <ul style="list-style-type: none"> Selling practices are pushy Bundles are complicated and confusing. 	<p>The following words should be added to 4.6.2:</p> <ul style="list-style-type: none"> "The supplier must actively take account of customer circumstances and provide information about appropriate products and services, including lower/all cost options." 	<ul style="list-style-type: none"> Helping customer to choose the most appropriate product for them can be practically achieved through plain-English info and advertising. DC will review and strengthen as required, requirements for training, policies on appropriate selling, and credit assessments, with extra protections for vulnerable consumers. 	DC to capture these principles in the Code drafting.
Selling policies/ Sales incentives (vulnerable) (Code s4.5) Unsolicited tele sales of inappropriate products are an enduring cause of <ul style="list-style-type: none"> confusion, distress, and hardship, particularly amongst our most vulnerable clients. 	<ul style="list-style-type: none"> Recommendation 1: Unsolicited sale of telecommunications products and services should be prohibited by the TCP Code. Recommendation 2: The TCP Code be amended, to incorporate a new clause under the heading 'unsolicited sales' that provides in respect of unsolicited tele sales - <ol style="list-style-type: none"> 1) Opt in option at the conclusion of cooling off period provided by the ACL. 2) Minimum requirements for informed consent to unsolicited transactions. 3) Providers retain a recording of the complete telemarketing call. If recommendation 1+2 are not adopted recommendation 3+4 should be adopted. 	<ul style="list-style-type: none"> Noting that unsolicited sales is regulated under Consumer Law, the ACCC may wish to comment. 	DC to consider appropriate remedies for customers (e.g. the right to cancel services with reasonable proof of medical issues/incapacity at the time of sale.).
Credit Assessment Not recognising where a customer can't afford to pay.	<ul style="list-style-type: none"> We would like to see sales staff better equipped to handle situations where they may think a consumer will be unable 	DC to look at in relation to risk to consumer and to consider appropriate mechanisms to address the risk (e.g. through responsible selling and credit assessments).	DC to consider these points in drafting.

5. Training/Policies/Vulnerable Consumers

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
	<p>to meet the financial obligations of a product.</p> <ul style="list-style-type: none">• Staff should be empowered to identify, where possible, signs of vulnerability that may impact the consumer's capacity to pay.• This, alongside changing the culture of inappropriate, incentive-based selling practices, is an important step in reducing the frequency of telco-related debt, especially for vulnerable consumers.	<p>Note: Code must carefully balance obligations not to discriminate and expectation that CSPs will provide access to services.</p>	

6. Privacy/ Information Retention/ Records			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>3.7 Personal information</p> <ul style="list-style-type: none"> Barriers to access of documents erected by providers include <ul style="list-style-type: none"> procedural hurdles; delays; and fees. Despite the statutory requirement under the APP to provide documents, there is significant resistance across the industry to provide documents when sought. 	<p>The TCP Code should require telco providers to provide basic documents relevant to the dispute and other personal information:</p> <ol style="list-style-type: none"> Without onerous procedural hurdles; Within 14 days, or 30 days where the document is older than 12 months of request; Free-of-charge or, alternatively, free for a copy of contracts, correspondence, call records or client interaction notes. If fees are to be levied for the provision of documents, the TCP Code should specify what fees may be levied and how. 		For discussion with Review Committee
<p>3.7 Personal Information</p> <p>Suppliers use of personal information under the Code should be aligned with the Privacy Act and Part 13 Telco Act</p>	<p>Expressly state that a supplier who receives personal information under the Code must use the information only in accordance with the Privacy Act and Part 13 of the Telecommunications Act.</p>		For discussion with Review Committee
<p>3.7 Personal Information</p> <ul style="list-style-type: none"> Consider broader external environment and community concerns including risk around <ul style="list-style-type: none"> Data breach; and Identity theft. Give detailed considerations whether the collection of retention of PI under the TCP Code remains necessary and appropriately calibrated against these types of security risk, and meet community expectations. 	<ul style="list-style-type: none"> Consider reducing collection of data as far as practicable and appropriate, look to establish a general baseline that ensures customers sufficient protection, regardless of their vulnerability status. This will not be possible in all areas, there should be greater work done to assess the best method in affording vulnerable customers best practice, which includes utmost respect for their privacy which can have a disproportionate effect on vulnerable customers, as well as the 	<ul style="list-style-type: none"> Agree that privacy issues are current and increasing problem. Note tension between different stakeholders' positions - this contradicts calls from ACMA/TIO to collect and keep more to prove compliance/address complaints. 	Taking issues to RC

<ul style="list-style-type: none"> Introducing specific provisions that mandate how CSPs deal with vulnerable customers will give rise to added privacy concerns which can also pose more risks for those customers. This gives rise to even greater compliance obligations for CSPs with respect to the Privacy Act and would place vulnerable customers at even greater risk in the unfortunate event of a data breach incident, should one occur. 	<p>implications on compliance obligations for CSPs.</p>		
<p>3.7.2 - Protection of PI</p> <ul style="list-style-type: none"> Clause 3.7.2 could be amended to more closely align with APP 11.1. The TCP Code requires suppliers to collect PI about customers, which may include: <ul style="list-style-type: none"> Financial information; and Biometric data in the form of voice recordings. Given the objective of the clause and the significant personal information that may be collected by suppliers who are not subject to the Privacy Act, there need to be changes to clause 3.7.2. 	<p>Clause 3.7.2 be amended to more closely align with APP 11.1, which provides:</p> <ul style="list-style-type: none"> "If an APP entity holds personal information, the entity must take such steps as are reasonable in the circumstances to protect the information: <ol style="list-style-type: none"> from misuse, interference and loss; and from unauthorised access, modification or disclosure." 	<ul style="list-style-type: none"> DC looking at alignment in relation to suggested amendments (see earlier comments) 	<p>Discussions with RC</p>
<p>4.6.5 retention of records/protection of PI</p> <ul style="list-style-type: none"> It is unclear whether these retention periods are commensurate with the length of time that a customer may reasonably require access to the information and therefore, whether the 		<ul style="list-style-type: none"> Recognise the concern. Are looking to address through guidance – working through detail with the RC. 	<p>RC discussion</p>

<p>periods are compliant with APP 11.2, which requires personal information to be destroyed or de-identified when it is no longer reasonably necessary.</p> <ul style="list-style-type: none"> • Same point made re billing, service transfers 			
<p>4.6.5 retention of records/protection of PI</p> <ul style="list-style-type: none"> • There is not enough data kept to assess non-compliance or complaint. 	<ul style="list-style-type: none"> • The code should contain explicit obligations for telcos to retain all records relevant to the sale for 24 months for marketing activities or for the duration of the contract. • The code should require telcos to keep contractual info relevant to a sale for the duration of the contract + 24 months following its expiry, and should incl. (where relevant): <ul style="list-style-type: none"> • The physical written contract a consumer signs, • a call recording of the conversation where a consumer agrees to a contract over the phone, or a transcript of the webchat where the consumer agrees to a contract. • Adopt the energy sector's retention of records in relation to market activities (Rule 68 of the National Energy Retail Rules - Record Keeping). 	<ul style="list-style-type: none"> • Balance issues of retention vs keeping too much. 	<p>Part of RC discussions.</p>
<ul style="list-style-type: none"> • Clauses 3.7 and 3.8 (if kept) need updating in light of the Customer ID Determination 		<ul style="list-style-type: none"> • DC to review and update as appropriate 3.7 and 3.8 in light of the ID Determination • This section may be deleted or reformed to align with the Privacy Act. 	<p>Under review</p>

<p>PI - breaches/detecting unauthorised access</p> <ul style="list-style-type: none"> • The obligations set out at Clause 3.7.2(a)-(c) could be enhanced by being framed as a non-exhaustive list of actions that an entity can take to ensure it complies with its APP obligation. • The provision also includes obligations for entities to: <ul style="list-style-type: none"> a) ensure that they have systems and procedures in place for detecting unauthorised access; and b) have a data breach response plan. • A data breach response plan enables an entity to respond quickly to unauthorised access or disclosure or loss of personal information. By responding quickly, an entity can substantially decrease the impact of a breach on affected individuals, reduce the costs associated with dealing with a breach, and reduce the potential reputational damage that can result. 		<ul style="list-style-type: none"> • Amend 3.7 to align with PA. For discussion with RC. 	Discussion with RC.
<p>Privacy Breach - 3.7(c) clarification</p> <p>Clause 3.7 is intended to apply to CSPs not subject to the Privacy Act 1988 but the clause does not otherwise mandate those CSPs comply with the Privacy Act in its entirety. As such, the provision that staff must be made aware that they will face disciplinary action for failing to comply with</p>	Make clause clearer.	See above – agree. Suggested amendment drafted for discussion with RC.	Discussion with RC.

<p>the Privacy Act when the legislation does not apply to the business does not seem appropriate.</p>			
<p>9. Changing Suppliers 9.7.1 Records regarding Timeframes: It is unclear whether these retention periods are commensurate with the length of time that a customer may reasonably require access to the information , and therefore, whether the periods are compliant with APP 11.2, which requires personal information to be destroyed or de-identified when it is no longer reasonably necessary.</p>		<p>Under review and discussion with RC.</p>	<p>Discussion with RC.</p>
<p>General rules record retention requirement 3.5.1 (c) and (e)</p> <ul style="list-style-type: none"> • How long is this record expected to be kept? 		<ul style="list-style-type: none"> • Reviewing – approach to keeping records for discussion w RC. 	<p>DC to work through these points along with all other issues relating to privacy</p>

7. Advertising/ Sales/ CIS			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>s4.1 Advertising</p> <ul style="list-style-type: none"> Although telcos prominently advertise service plans that are month-to-month with no exit fees, it is not nearly as clear to consumers that if they combine a device on a contract (12, 24, 36 months) with that plan, cancellation of the short-term service plan will usually also cancel the device contract. The consequence is that the total remaining device cost (potentially \$1,000+) can be due in the next payment, which can cause considerable difficulty for some consumers. 		<ul style="list-style-type: none"> Agree. Updates required. Action as drafting: DC to review requirements and consider putting examples in TCP Code for clarity (and to recognise the FH link). 	Accept – Drafting committee to review and draft.
<p>4.2 Critical Information Summaries (CIS)</p> <ul style="list-style-type: none"> Outdated/does not take into consideration vulnerable consumers. Lacks information on the role of the ACCC (no links to ACCC resources on consumer rights under ACL). No explicit requirements to contain information about: <ul style="list-style-type: none"> If a plan is paid upfront/in-advance or post-paid; What payment options are available and whether direct debit is the only option; If direct debit or other auto-payment is required or used, when will the payment be taken; and 	<ul style="list-style-type: none"> Include information on the role of ACCC + links to their resources on consumers rights under the ACL. <ol style="list-style-type: none"> Review to reflect the changes in telco plans and payment methods. There should be no distinction about obligations applying to post-paid or pre-paid plans. Billing information, ensure clear so that consumers understand what their charges will be, what their payment options are, and when payment will occur. Further, it depends on high levels of transparency on the part of regulated entities being clear about how they are achieving the desired outcome both in 	<ul style="list-style-type: none"> Agree that CIS requirements need updating. There is tension between demands for the CIS to contain more information, and for it to be shorter, more succinct etc. There were lengthy deliberations about this in 2012 and it was agreed to limit it to 2 pages. DC suggests that just referencing TIO is appropriate - they can and do refer consumers to ACCC and ACMA. 	DC to review CIS in first instance.

7. Advertising/ Sales/ CIS			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<ul style="list-style-type: none"> ○ The billing consequences for cancelling a plan (including a month-to-month plan) when the plan is combined with device repayments. 	<p>terms of describing systems and processes, but also determining and reporting on performance metrics that demonstrate compliance.</p>		
<p>4.2 CIS & advertising, sales</p> <ul style="list-style-type: none"> • Availability and visibility of online information about telco products and services is not consistently well presented. • Advertising and point-of-sale information does not always cover key terms. • Difficult to find and understand online information about telco products and services. • Consumers complained that they were not directed to a CIS or terms and conditions during online sign-up, couldn't find them online, or needed to visit multiple pages. • The requirements about where to place online links to a CIS, or their prominence on a telco website, are relatively loose. Currently, links to CIS must be put 'where the supplier advertises the offer on the supplier's website', which gives discretion for a telco to comply, yet still make the CIS possible to overlook. 	<ul style="list-style-type: none"> • NBN Key Facts Sheets are more prescriptive and have ensured that compliance is likely to lead to consumers finding this information more easily. • Telcos should ensure that consumers can easily find information about each of their products and that the information is transparent, accurate, complete, relevant, and up to date. • The CIS should be prominently available on their websites and in-store. • Customers should also be told about the CIS and where to find them in sales conversations over the phone or via online contact methods. • Any redundant information should be removed. 	<ul style="list-style-type: none"> • Replace current code wording at 4.2.6 with wording from NBN factsheet requirement: <ul style="list-style-type: none"> • [A CSP must] 'make its key fact sheets available on its website via hyperlinks that are prominently displayed, and in close proximity or set out adjacent to the full description of the relevant NBN consumer plan.' • (Note: Need to be mindful of 'version control' for archived CISs – all stored and dated for easy access – publication and prominence is different for current offers • See 7(1)(c). 	<p>Agree – Update relevant clause as suggested</p>

7. Advertising/ Sales/ CIS

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>CIS not being explained.</p> <ul style="list-style-type: none"> • Critical information contained in the T&Cs of plans and contracts is not being fully explained – leading to consumers into FH. • T&Cs are complex therefore hard for consumers to understand their contract. • Consumers are being caught off-guard by changes in terms or conditions, changes in plans or staff in-store not explaining contracts. • One of the main reasons that participants did not have a detailed understanding of their telco plan was that they did not read through the terms and conditions in detail, if at all. • Consumers also expressed that the salesperson in store did not explain the T&Cs of the contract but rather told them to read the document directly (which is challenging due to the length/language/complexity of the T&Cs). 	<ul style="list-style-type: none"> • Critical Information Summaries need to be updated and set out in plain English, and include the total cost of the plan, any fees or charges over the life of the plan and when consumers can expect those increases. • Current obligations and expectations of staff, particularly those in store, need to be adjusted to ensure consumers can be properly informed of their options and what they are committing to, and treated with respect when seeking assistance. • During the sales process, telcos must give consumers key information that is easily understood about the T&Cs of their products. They must also direct consumers to the CIS before a sale (or just after if it is not possible to provide the CIS beforehand for practical reasons) • CIS is made available in translated form in Mandarin, Arabic, Vietnamese, Cantonese, and Punjabi, which represent the top 5 most common languages other than English spoken in Australia. 	<ul style="list-style-type: none"> • Look at first 3 points when reviewing Code to ensure they are reasonably captured in the code in selling, training etc. • Re languages, note that consumers can and are supported through use of advocates/translators. See comments also in accessibility, language tab. 	<p>DC to insert clauses in Code to appropriately capture need to direct customers to T&Cs & train to support vulnerable customers.</p>
<p>Customer contracts (4.6)</p> <ul style="list-style-type: none"> • Providers aren't obliged to give customers full contract except on request. 	<ul style="list-style-type: none"> • The code should contain clear obligations for telcos to give consumers written information showing the entire content of their agreement at the time they sign up for services, and for telcos to retain this information 	<ul style="list-style-type: none"> • Details are contained in SFOA, CIS (which are required already). But they may not be all in one place, which we agree may not be easy for customer. Add code requirement to capture idea that customers must receive, at time of sale, information relating to their 	<p>DC to draft Code requirement to capture idea that customers must receive, at time of sale, information relating to their contractual obligations. This</p>

7. Advertising/ Sales/ CIS

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
		contractual obligations. This must be all in one place.	must be all in one place.
<p>4.3.1(g) Network coverage</p> <ul style="list-style-type: none"> Vague and may not operate consistently to provide accurate and useful coverage info to consumers. Different telcos may use different descriptors for coverage levels, which makes it difficult for consumers to accurately compare coverage information supplied by different telcos. 	<ul style="list-style-type: none"> Requirement for telcos to supply clear and accurate information about network coverage levels for mobile services. This should include an obligation for coverage info to be supplied in a standardised format, to assist consumers when comparing telcos. 	<ul style="list-style-type: none"> The proposed solution is impractical in that one has to be plugged in and connected to test, even if there's theoretically coverage. However, agree with goal. 	Proposed requirement: Coverage check required before selling service (for all types of service) and results provided to customer in plain English about coverage available.
<p>Mis-selling (s4)</p> <ul style="list-style-type: none"> Clearer remedies for misleading sales conduct and other poor sales practices. Under 4.4 remedies available for inaccurate sales info involve the telco giving the consumer accurate or corrected info, or otherwise 'appropriate'; remedy. Lack of clear obligations to offer specific remedy means telcos may misinterpret what an appropriate remedy is for the consumers' particular circumstances. TIO bases its decisions on what a consumer is entitled to where they entered a contract relying on misleading info from their telco based on: - remedies available misleading conduct under ACL; what is fair and reasonable in the consumer's 	<ul style="list-style-type: none"> Include specific remedies in Code where a consumer is induced to buy a telco product by incorrect or misleading info from the telco. Include additional specific remedies modelled on those available under the ACL for breach of its prohibitions against misleading, deceptive and unconscionable conduct. 	<p>DC to look at:</p> <ul style="list-style-type: none"> Reporting and training obligations linking back to ACL, Obligation to monitor for potential mis selling & requirement to act to change sales practices and training where issues are identified, When miss selling is identified, RSPs must take steps to remedy. 	DC to draft new obligations as noted (left).

7. Advertising/ Sales/ CIS

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>circumstances. e.g. cancel contract w/o termination fees; or (in some circumstances) receive a refund of charges paid).</p>			
<p>4. Advertising, Sales, Contracts, and Customer Service</p>	<ul style="list-style-type: none"> Update to increase the alignment with the Broadband Speed Claims Guidance. 	<ul style="list-style-type: none"> Agree. Update as suggested. 	<p>DC to update clause.</p>
<p>4. Advertising, Sales, Contracts, and Customer Service</p> <ul style="list-style-type: none"> 4.1.4 requirements are not clear. The circumstances where a Special Promotion does not have a set end date (although practically we note it is likely to be offers of limited quantity); and How suppliers should address changes to set end dates for a special promotion. 		<ul style="list-style-type: none"> Review Wording Must be clear to the customer. 	<p>DC to clarify requirements in drafting</p>
<p>4. Advertising, Sales, Contracts, and Customer Service</p> <ul style="list-style-type: none"> Clause 4.2.5 currently requires that the CIS is supplied for the underlying Offer on which the Special Promotion is based. However, as it can be challenging to determine when a CIS is to apply we would recommend this clause is revised to provide clarity as to when a CIS is and is not required. 		<ul style="list-style-type: none"> Review Wording Must be clear to the customer. 	<p>DC to clarify requirements in drafting</p>
<p>4.2.8 When to provide CIS</p>	<p>Clarify that a Supplier will satisfy its requirements to provide a CIS by:</p>	<ul style="list-style-type: none"> DC to make sure that it is clear in the Code what requirement is. 	<p>DC to clarify requirements in drafting</p>

7. Advertising/ Sales/ CIS

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
	<ul style="list-style-type: none"> (for non-phone sales) providing a link to the CIS during the sales process; and (for phone sales) providing a link to the CIS during or (where the Consumer has opted out of receiving a CIS) after the sale has occurred. 	<ul style="list-style-type: none"> CIS must be provided. Review. 	
<p>4.3.1(e) Meaning of capacity here? Does this mean the storage capacity of a mobile device so the customer knows how many photos could be stored?</p>		Review this section to see how much is still required - and review language.	DC to review this section to see how much is still required - and review language.
4.3.1(h)	<ul style="list-style-type: none"> Update clause to include (or reference) the obligation to provide information about 'spend management tools' under the <i>Telecommunications Service Provider (International Mobile Roaming) Determination 2019</i> The section is clarified so that it is clearer if "deactivate international roaming" is the same as the "method by which the customer may decline the continued supply of the IMR" under the <i>Telecommunications Service Provider (International Mobile Roaming) Determination 2019</i> 	DC to update to align or reference without duplication.	DC to update to align or reference without duplication.
<ul style="list-style-type: none"> 4.3.1(i) Affiliation could do with some clarification. 4.3.1 (j) The references to the Codes/Guidelines are out of date. It should reference Information on 	Review and update/remove duplication	<ul style="list-style-type: none"> Agree - review. Simplify. Update. Remove CHS duplication. Review wording. 	DC to review wording. Simplify, update, etc.

7. Advertising/ Sales/ CIS			
Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
<p>Accessibility Features for <i>Telephone Equipment Code (C625:2020)</i>. The Guideline has also been withdrawn.</p> <ul style="list-style-type: none"> ○ (e) As all Complaints must be handled under the Standard this is not necessary to include. ○ (f) Appears to mostly duplicate 4.5.1 (c) 			
<ul style="list-style-type: none"> • 4.6.2(a) - partially duplicates 4.2.1 • 4.6.4 "Inform" – is this already achieved via CIS or KFS (key fact sheet under NBN info std)? • 4.6.5 First paragraph of this clause could be clearer, is this explained by subclause (b)? 		Agree generally. Review for duplication and clarity.	DC to review and redraft clauses
4.6.6 (a) and (b) How should this obligation be met for a digital sale?	<ul style="list-style-type: none"> • It could be worth considering whether clause 4.6.6 should be subject to similar limitations regarding access to information under APP 12 of the Privacy Act (Cth) (eg should a Supplier be able to refuse a request for access if <ul style="list-style-type: none"> ○ Giving the Consumer access would have an unreasonable impact on the privacy of other individuals; or ○ The request is frivolous or vexatious; or ○ The information is part of existing or anticipated legal proceedings between the Consumer and the Supplier). 	DC reviewing for clarity and consistency with Privacy Act.	Reviewing

7. Advertising/ Sales/ CIS

Summary of issues raised	Submitters' suggested remedies	Drafting committee (DC) response	Action Item
	<ul style="list-style-type: none">For completeness, we are not aware of general obligations around record retention requirements under the ACL (although there are content requirements in relation to unsolicited consumer agreements).		