

Draft Telecommunications Consumer Protections Code – More/Tangerine submission 21/02/25

Clause Ref.	Obligations	Comments/questions
<p><b>COMMENCEMENT</b> 2.1.4</p>	<p>The following clauses in this Code will commence 6 months after the day it is registered by the ACMA, on [insert the date that is 6 months after registration] (Delayed Commencement Date):</p> <ul style="list-style-type: none"> <li>a) Training, cls. 3.2.2(c), 3.2.4;</li> <li>b) Provision of an order summary, cl. 6.3.2;</li> <li>c) WCAG 2.2 accessibility, cl. 4.1.8;</li> <li>d) Two payment methods, cls. 8.10.1, 8.10.2; and</li> <li>e) Direct debit flexibility 8.10.3.</li> </ul>	<ul style="list-style-type: none"> <li>• Does the obligation to conduct initial training for existing staff commence on registration and end 6 months later, or does the period for completing the initial training defer an additional 6 months (i.e. do all staff need to be trained between 6-12months from registration)?</li> <li>• Noting, as the obligations relating to WCAG accessibility commence 6 months after registration (at the same time as the training obligation commences) this creates a timing issue as we will likely need the full 6 months to complete all accessibility work, and training cannot commence until after this has been actioned.</li> </ul>
<p><b>CORPORATE CULTURE</b> 3.1.1 – 3.1.2</p>	<p>A CSP must support and promote an organisational culture of compliance with the Code.</p> <p>A senior executive of the CSP must oversee the implementation and operation of policies, supporting material, training, and resources to support compliance with this Code.</p>	<ul style="list-style-type: none"> <li>• Clause 3.1.1 is a very broad obligation. Based on the current drafting we do not think that it is clear how compliance with this clause will be practically assessed, measured and enforced. We would like to see additional details that clarifies the steps that a CSP must take to demonstrate compliance.</li> <li>• We interpret cl 3.1.2 as requiring only a single executive to manage compliance under the Code. In practice, the management of compliance under the Code will fall across multiple teams and senior leaders. We would like the Code to be amended to reflect this split correctly.</li> </ul>
<p><b>TRAINING</b> 3.2.2 – 3.2.7</p>	<p>Company-wide staff training required at induction and once every 12 months thereafter on the following:</p> <ul style="list-style-type: none"> <li>• Detailed general training on all obligations under the revised TCP Code;</li> <li>• First Nations cultural understanding;</li> </ul>	<ul style="list-style-type: none"> <li>• We would like clarity on what is expected as part of staff training for First Nations cultural understanding. Initial investigation on suitable courses seems focused on obligations as an employer, whereas we would need to train our staff on dealing with customers.</li> </ul>

	<ul style="list-style-type: none"> <li>• Identifying and supporting customers in vulnerable circumstances;</li> <li>• Responsible selling practices;</li> <li>• Interacting appropriately with customers.</li> </ul> <p>In addition, customer-facing staff must also undertake customised TCP Code training at induct and once every 12 months thereafter that is specific to their role, including in relation to:</p> <ul style="list-style-type: none"> <li>• Account management;</li> <li>• Identifying and supporting customer needs; and</li> <li>• Credit management, debt management and disconnection.</li> </ul>	
<p><b>PROMOTING THE CODE</b></p> <p><b>3.3.1</b></p>	<p>A CSP must promote awareness of this Code to consumers.</p> <p>Note: A CSP may achieve this through the sharing of Communication Alliance’s plain language consumer brochure that explains the key consumer safeguards covered by the TCP Code, or equivalent branded material.</p>	<ul style="list-style-type: none"> <li>• It is not clear where/in what circumstances a CSP must promote awareness to a customer. For instance, is it sufficient to have an FAQ on our website? Or are we expected to share the Communication Alliance’s brochure with customers during customer calls? And if so, in what type of calls would this expectation arise.</li> <li>• Based on the current drafting we do not think that it is clear how compliance with this clause will be practically assessed, measured and enforced.</li> </ul>
<p><b>ACCESSIBILITY</b></p> <p><b>4.1.8</b></p>	<p>When developing new digital content (websites, applications and content), a CSP must, at a minimum, conform to <b>Level AA</b> of the current Web Content Accessibility Guideline (WCAG).</p>	<ul style="list-style-type: none"> <li>• We would like to have the term ‘digital content’ to be defined to understand whether this relates to our website and portal only, or whether it extends to email and other digital communications.</li> </ul>

		<ul style="list-style-type: none"> <li>The current draft Code specifies '<u>new digital content</u>' we would like clarification from ACMA/Comms Alliance on what is considered 'new'. Does the Level AA requirement apply to existing pages that are subsequently edited, and if so to what point an edit to a page would require it to subsequently conform with Level AA (i.e. only the new content section of the page, or the entire page)?</li> </ul>
<b>SUPPORTING CONSUMERS IN VULNERABLE CIRCUMSTANCE</b>  <b>4.2.1</b>	<p>A CSP must support the telecommunications needs of consumers in vulnerable circumstances, including by:</p> <ol style="list-style-type: none"> <li>a) assisting consumers to self-identify as experiencing vulnerability;</li> <li>b) having processes to proactively identify consumers in vulnerable circumstances; and</li> <li>c) ensuring staff who deal directly with consumers are trained and resourced to: <ol style="list-style-type: none"> <li>i. identify consumer telecommunications needs;</li> <li>ii. identify consumers in vulnerable circumstances</li> <li>iii. advise consumers about any offers the CSP has that may suit identified needs or circumstances; and</li> <li>iv. refer consumers to relevant external services, where required.</li> </ol> </li> </ol>	<ul style="list-style-type: none"> <li>For section 4.2.1(c)(iv), we would like clarity on the circumstances in which we would be expected to refer consumers to relevant external services.</li> <li>We would like to see a list of approved organisations for referral and the circumstances in which a customer would be referred to each organisation.</li> </ul>
<b>CONTENT OF THE CIS</b>  <b>5.1.7 &amp; 5.1.9</b>	<p>At the beginning of the document, in a separate, clearly identified section, each CIS must contain:</p> <ol style="list-style-type: none"> <li>f) information about any costs payable if the customer terminates the offer. Note: for example, 'If you cancel your service before</li> </ol>	<ul style="list-style-type: none"> <li>For section 5.1.7(f), we consider this requirement suitable for residential customers as there is a flat early termination fee that applies to each service. However, for certain business customers (most of whom would be considered 'consumers' for the purposes of the TCP Code), they are purchasing bespoke products that have varying early termination charges that are based on many factors such as build costs, equipment purchased etc (for example enterprise ethernet service). <span style="background-color: black; color: black;">██████████</span></li> </ul>

	<p>your minimum contract term is complete, these Early Exit Fees will apply: \$XX x months remaining on your contract.</p> <p>In the body of the document, if applicable to the offer, each CIS must contain the following:</p> <p>b) the cost of any telecommunications good that is a mandatory component of the offer, where that cost is not built into the offer;</p> <p>h) information about concessions offered by the CS</p> <p><b>Note:</b> only subsections for which we require clarification have been included.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] is it sufficient to note in the CIS that these costs will be notified to the customer at the time of the request to terminate so that they can make an informed decision?</p> <ul style="list-style-type: none"> <li>For section 5.1.9(b), similar to the comment above, certain costs (even plan fees) for business products are bespoke. It is therefore not possible to pull these costs into a standard CIS document. Are we expected to build CIS documents for each bespoke customer offer? [REDACTED]</li> <li>For section 5.1.9(h), we do not offer any concessions to customers. Are we expected to note in our CIS that we do not offer concessions, or can we just not include a reference to concessions?</li> </ul>
<p><b>CREDIT CHECKING FOR NEW AND EXISTING RESIDENTIAL CUSTOMERS</b></p> <p>6.2.1 - 6.2.2</p>	<p>A CSP must complete a credit assessment for new residential consumers where the contract may result in:</p> <ul style="list-style-type: none"> <li>a. A debt owed by the consumer equal to or greater than \$150; and</li> <li>b. the debt being pursued by the CSP.</li> </ul> <p>A credit assessment under cl 6.2.1 must include:</p>	<ul style="list-style-type: none"> <li>The meaning of 'may result in debt owed by the consumer equal to or greater than \$150' is not particularly clear. There are quite a few different ways it could be interpreted such as: <ul style="list-style-type: none"> <li>based on the total cart at checkout;</li> <li>based on the total debt that a customer accumulate with us before we take credit management action [REDACTED]</li> </ul> </li> </ul>

	<p>a. consideration of the consumer’s financial circumstance including:</p> <ul style="list-style-type: none"> <li>i. employment status; and</li> <li>ii. employment type; and</li> <li>iii. affordability indicators (e.g. income, age, time at current address, residential status, data held within credit file, financial hardship indicators, general expenses, telecommunications expenses); or</li> </ul> <p>b. an external credit check from a credit reporting body.</p>	<ul style="list-style-type: none"> <li>• based on what the customer’s average monthly invoice fee will be (i.e. if a customer has existing products and checkout of a new product will take their monthly bill over \$150);</li> <li>• whether the \$150 threshold take into account additional charges that a customer may or may not incur such as late fees, bounce fees, and add-on products; and/or</li> <li>• whether the customer’s equipment fees will be included within the calculation. If it is not, it is then challenging to deduct this at checkout and accurately calculate the potential debt owed.</li> <li>• There is a discounting issue for new customer promotions. For example, if a customer takes up a special promo of 50%, they may not be over the threshold. However, once the special promo ends then this customer will have a potential debt of over \$150 at this point. Is a credit check therefore required at checkout for this cohort of customers?</li> <li>• [REDACTED]</li> </ul>
<p><b>DECLINED CREDIT ASSESSMENTS</b> <b>6.2.11</b></p>	<p>Following a credit assessment, if a CSP concludes that a consumer does not qualify for the requested telecommunications product, the CSP must:</p> <ul style="list-style-type: none"> <li>a. advise the consumer that their credit assessment was declined; and</li> <li>b. provide the consumer with information about alternate telecommunications goods</li> </ul>	<ul style="list-style-type: none"> <li>• Are there any guidelines around the format and timeframes for providing the notice to customers? E.g. is a verbal notification suitable?</li> </ul>

	<p>and services that the CSP has determined may meet the consumer's needs in accordance with the outcome of the credit assessment; or</p> <p>c. where a CSP determines that it does not have suitable alternatives to offer, advise the consumer of that fact.</p>	
<p><b>DISCOUNTS AND CREDITS</b></p> <p><b>8.6.4</b></p>	<p>A CSP must make available to consumers:</p> <p>a. the duration remaining of active discounts or credits (where the discount or credit expires); and</p> <p>b. the duration and remaining number of payments for any arrangement to pay for equipment over time.</p>	<ul style="list-style-type: none"> <li>• What are the acceptable methods for communicating this information to consumers (e.g., email, SMS, online portal or can this be integrated into their bill)?</li> <li>• Do we need to provide this information through all available channels? Or is it enough to just provide it to customers via one or a few channels?</li> <li>• Are there any specific requirements or limitations for notifying consumers about these changes?</li> </ul>
<p><b>TIMING OF BILL</b></p> <p><b>8.7.1</b></p>	<p>Where a CSP is required to issue a bill to a customer, it must:</p> <p>(b) provide customers with 10 working days to pay prior to attempting direct debit</p>	<ul style="list-style-type: none"> <li>• We would like clarification on whether the day on which the bill is issued and the day on which the direct debit is processed counts towards the '10 working days'? Or is it 10 clear working days (so 12 working days minimum)?</li> </ul>
<p><b>TWO FREE PAYMENT METHODS</b></p> <p><b>8.10.1 - 8.10.2</b></p>	<p>A CSP must offer two methods of payments that are fee free.</p> <p>At least one of the fee-free methods offer under cl. 8.10.1 must be a <b>manual payment method</b>.</p>	<ul style="list-style-type: none"> <li>• We need confirmation on whether the two fee free payment method are required to be offered: <ul style="list-style-type: none"> <li><input type="checkbox"/> at checkout;</li> <li><input type="checkbox"/> at checkout and for ongoing bill payments; or</li> <li><input type="checkbox"/> only for ongoing bill payments?</li> </ul> </li> </ul>

A “manual payment method” is a form of payment that is initiated and directly controlled (‘pushed’) by the customer. Examples include (but are not limited to): customer-scheduled transfers, electronic funds transfers, cash payments, over the counter payments, digital wallet, or credit card payments.

- [REDACTED]
- [REDACTED]
  - [REDACTED]
  - [REDACTED]
- Are we required to offer a second free payment method to customers who take up a special offer that requires them to pay via a particular free payment method as a condition of eligibility to the offer ongoing? Alternatively, is it suitable that 2 fee free payment methods are available to these special offer customers to use even though they are prohibited under the terms of the offer and that use of an alternate fee free payment method will mean the customer will lose their discount?

		<ul style="list-style-type: none"> <li>• [REDACTED]</li> </ul>
<p><b>FLEXIBLE DIRECT DEBIT OPTIONS</b></p> <p><b>8.10.3</b></p>	<p>Where a CSP offers a direct debit payment option it must, at no charge, allow the customer flexibility with their direct debit payment, by allowing them to:</p> <ul style="list-style-type: none"> <li>a. choose a recurring payment date; or</li> <li>b. choose a payment frequency option (e.g. fortnightly or monthly); or</li> <li>c. temporarily defer a payment without penalty.</li> </ul>	<ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• Are there any limits on how many times a customer can defer a payment without penalty? We consider that it would be reasonable to place caps/limitations/conditions on this requirement.</li> <li>• If a customer chooses to defer a direct debit beyond their invoice due date are we still able to charge a late fee if they are not under a financial hardship arrangement?</li> <li>• How does a customer requesting to temporarily defer a payment interact with obligations under the Financial Hardship Standard?</li> </ul>