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DR C628:2025: TELECOMMUNICATIONS CONSUMER PROTECTIONS CODE

Comment log

Instructions:
Public consultations that have resulted in substantive comments can use alternative formats as appropriate.

Note: THIS IS A PUBLIC VERSION OF THE LOG – NFP/CONFIDENTIAL COMMENTS HAVE BEEN REMOVED (Dept, OAIC).

C628

Review of public comments	
Draft publication title	C628 2025: TELECOMMUNICATIONS CONSUMER PROTECTIONS CODE

Submissions received by:

Entity	Previous submissions/input to this review	Submission published and included in log?
1. ACCAN	Y	Y
2. ACCC	Y	Y
3. Amaysim	N	Y in log; but no formal sub - comments received thro drafting committee
4. Arthur M (private citizen) (AM)	Y	Y
5. AS (private citizen) - (AS)	N	Y (w/o personal details)
6. Bruce B (private citizen)	N	Y
7. CMobile Pty Ltd	N	Y
8. CommCom	Y	Y (note: detail has not been included in log; but available in published submission)
9. Deborah P (private citizen)	N	N (out of scope - but provided to ACMA)
10. Dept of Communications	Y	N (provided confidentially - but provided to the ACMA)
11. FNDIAG	Y	Y
12. Graham L (private citizen)	Y	Y
13. IAA	Y	Y

14. Jarrod H (private citizen) - JH	Y	Y
15. Jortel	N	Y
16. Konec	N	Y
17. Leaptel	N	Y
18. Mate Communications	N	Y
19. Matilda Internet	N	Y
20. Maxotech Pty Ltd (Fibremax)	N	Y
21. More/Tangerine telecom	N	Y (redacted version to remove confidential info.)
22. NSW Telco Authority	N	Y
23. OAIC	Y	N (staff-level comments, NFP - but provided to ACMA).
24. OCCOM	N	Y
25. Optus	Y	Y in log; but no formal sub - comments received thro drafting committee
26. RRRCC	N	Y
27. Starlink	N	Y
28. Superloop	N	Y
29. Symbio	N	Y in log; but no formal sub - comments received thro drafting committee
30. Telequip	N	Y
31. Telstra	Y	Y in log; but no formal sub - comments received thro drafting committee
32. TIO	Y	Y
33. TPG Telecom	Y	Y in log; but no formal sub - comments received thro drafting committee
34. Vocus	y	Y in log; but no formal sub - comments received thro drafting committee

Key

Comment type: (v) – comments from submission are presented verbatim; (p) – comments from submission have been paraphrased;
(d) – comments ended directly into this table on behalf of their organisation by a DC member.
DC – Drafting Committee

Overarching (whole code) or non-specific comments

Entity (comment type)	**Comment** (comment number – corresponds to comment)	**Response**
IAA	IAA and our members acknowledge and appreciate the work of the WG in its extensive review of the TCP Code. We also take this opportunity to recognise the importance of robust consumer protections to ensure a thriving sector, and sincerely support the efforts undertaken to ensure the TCP Code meets and reflects reasonable expectations of the various stakeholders within the sector as to safeguards for consumers. IAA is a strong proponent of the telecommunications sector's co-regulatory scheme and sincerely hopes that the Revised TCP Code will continue to contribute to this important regulatory landscape. We are therefore highly interested in ensuring that the Revised TCP Code continues to reflect the principles that underpin our sector's co-regulatory scheme and maintains effective, practical and balanced obligations. To that end, we are concerned that some of proposed reforms under the Revised TCP Code do not reflect these principles. We are particularly concerned about the disproportionate burden these new requirements would especially place on smaller entities such as many of our members that lack the resources to comply with prescriptive and cumbersome regulatory obligations. Furthermore, we understand that this Proposed Code should be reviewed in light of the various other regulatory reforms underway in the sector….incl. Consumer Safeguards Bill…. well as various reform to industry standards regulated by the ACMA in relation to consumer complaints handling and communication during outages. While we do not necessarily oppose such new safeguards, we are concerned about the great number of regulatory reforms in the sector, and the disproportionate costs borne by smaller entities in keeping up with these changes.	Acknowledged. The DC is sympathetic to the points made. It has attempted to address these issues where possible, but notes that its ability to address a number of issues is limited, with the regulator having provided clear and non-negotiable direction on a number of specific outcomes. It is difficult to understand how the Code could be revised to reasonably apply to only larger providers and still ensure consumers were uniformly protected, particularly given that a large part of the Code provides clear direction about how wider, economy-level consumer protection regulations apply to the telcos (as clearly required by regulators). CA has shared all stakeholder feedback with the regulator and has flagged concerns about the disproportionate impact on smaller providers, and possible effect on competition.

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	Given this increasingly complex regulatory landscape, we are concerned that the Revised TCP Code will overly contribute to the increased regulatory costs for telecommunications providers. We are furthermore concerned that this regulatory burden will consequently result in: • increased costs of telecommunications services for consumers as service providers will inevitably have to pass on regulatory costs to end-users amidst a cost-of-living crisis; and • reduced competition in the sector in what is an already imbalanced market as smaller providers are inundated with regulation that makes it difficult for them to operate. We do not consider this to be in the public interest given the adverse implications for both consumers and industry.	
CMobile (v) (p)	[we are] are quite dismayed with what appears to be a general failure to consider the smaller providers in the market and the impact of the changes on them. While we can certainly appreciate that the carriers are front of mind when considering changes, there are a significant number of smaller providers who simply do not have the budgets that the carriers have to implement certain changes. …wholesalers (Telstra and VF) have/are increasing prices significantly in last 18 months. …proposed changes will impact significantly.	Acknowledged. The DC is sympathetic to the points made. See above response.
Matilda Internet (v)	This proposal will effectively kill small ISPs. The burden that it will place on us is too much. Large ISP's can take this stuff in their stride but you will effectively kill us off We have 300 customers and we provide a great service in Mackay Qld, Customers don't have to wait 2 days to go into a Telstra office to seek help or put up with call centre help. We will go out to their places and we will help them in their homes at no charge. There are only my wife and I and 3 employees. This act if needed at all, needs to apply to only ISPs with 1000 or more customers.	Acknowledged. The DC is sympathetic to the points made. See above response. Additionally, with the provider's permission, CA has: a) flagged these concerns with the ACMA, as this goes to the wider issue of regulatory burden; and b) encouraged the submitter to provide input to the ACMA's costing exercise (for the OIA).

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	…you are proposing that every ISP in Australia adheres to a document that essentially is written for ISP's that have several million customers. Ninety pages to adhere to - there should be levels of adherence for different numbers of customers like there is subscription levels in the TIO.	
TIO (p)	Draft code still falls short in meeting community expectations for an essential services sector. does not provide adequate community safeguards. For the ACMA to be able to effectively enforce telco consumer protections, the drafting of the TCP Code will need to place clear, enforceable, obligations on telcos. The Code as currently drafted has too many guidance notes, provides too much discretion for telcos in the way they apply the Code, and often does not impose clear obligations on the telco sector.	This is non-actionable. But we dispute the comments on safeguards and enforceability. We have addressed all concerns on this account that have been raised with us by the regulator, or others where there's a clear and practical suggestion on how drafting can be changed to address concerns (noting that some stakeholders' feedback directly clashed with the regulator's on this point).
Telequip (v)	Please add It should be made mandatory to contact losing carrier and gaining carrier from Authorized person if the customer want to make any changes to any Telecommunication product. This is not followed by larger carriers like Telstra, Optus, TPG etc. The Telecom carriers should list all the connected services with numbers and circuit id in the invoices. They cannot have hidden numbers or services.	Comment not understood; it appears to be talking to a number of issues covered by different instruments. CA therefore responded to the submitter to ask for clarity, 17-2-25. No response has been received.
AS (v)	The omission from the draft Code of provisions equivalent to the Key Commitments to Consumers in the Introductory Statement on page i of the current Code is a retrograde step. It would be preferable if these key commitments were retained, both to provide a clear statement of expectations from CSPs and to inform the interpretation of the Code.	Updates made. Some additional text added to the Introduction to make it clearer that: (a) There is an accompanying consumer document that will be drafted specifically for consumers. This is intended to provide 'key commitment' type information to consumers; (b) Within the Code, the new 'objectives' at the start of each chapter clearly outline the key consumer benefits.

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ACCC (p)	Acknowledges and appreciates that the Communications Alliance Drafting Committee has made some positive changes to the draft Code throughout the code development process. [but] maintain that the draft Code continues to suffer from fundamental shortcomings that weaken its stated purpose of providing telecommunications consumer protections [and] encourage the ACMA to proceed to direct regulation. Key concerns: • draft Code should explicitly recognise that telecommunications is an essential service, necessary to participate in society. Such a statement could have interpretive benefits for regulators and courts, which could more readily have regard to this essentiality when interpreting provisions of the Code. Perhaps more significantly, clearly noting that telecommunications services are essential in the TCP Code could drive cultural change among carriage service providers.	CA does not dispute that telecommunications services are increasingly necessary to participate in society. However, we note that: - 'essential services' has a specific meaning in legislation and is declared state-by-state. - declared essential services benefit from subsidies from government (at various levels) to support consumers in paying bills; telco does not. - not all telecommunications services are essential and there is no agreed definition of what is included (voice calls, SMS. Basic internet – what does that mean?). Not streaming services, not smart phones, not… We would also dispute the suggestion that CSPs do not understand the importance of consumers having access to basic services.
	• A similar concern relates to the omission of the 'Our Key Commitments to Consumers' section that was at the beginning of the 2012, 2015 and 2019 Codes. These commitments (ranging from engaging in open, honest and fair dealings with consumers to using monitoring and reporting tools to ensure successful implementation of the Code) were supplemented by the objective in the introductory statement that the Code was designed to ensure good service and fair outcomes for telecommunications consumers. In combination, they set out a minimum standard for what the Codes were intended to achieve. It is unclear why Communications Alliance has opted to remove these statements of the Code's importance. A firmer and more explicit set of objectives could help to inform the drafting and interpretation of the Code.	A clear link to the objectives at the start of each chapter has now been included to address this feedback, noting that: • This Code, unlike previous codes, includes clear statements about each chapter's consumer objectives at the start of each chapter. This assists inform interpretation of the Code for the ACMA and CSPs alike. • The statements at the start of each chapter will also inform any consumer wishing to read this Code. However, consumers are not this code's audience; it is written for CSPs. This is an important distinction.

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		CSPs are aware of the numerous other obligations and limitations on a CSP that affect the drafting of these rules. The average consumer cannot and should not be expected to understand these issues or, therefore, specifics of the code's drafting to appropriately accommodate them. • However, consumers *should* be aware of the protections afforded to them under this Code. Thus there is a separate information that is *specifically written* for consumers which clearly explains the objectives in a manner that is more readily accessible to consumers. (To be substantially updated and released prior to this Code's commencement.)
	• [ACCC agrees with the ACMA position that]…any effective regulatory strategy should be structured not only to address harmful conduct after it occurs but also to proactively prevent harm to consumers. Incentives for compliance with telco-specific regulation, in conjunction with the ACL provisions, enhance consumer protection in the telecommunications sector. In particular, the TCP Code sets out standards of conduct for specific consumer protection issues, with which a telco provider is expected to comply and will often assist providers in also complying with the ACL provisions. • across the whole Code, specific obligations should be supported by broader general obligations to avoid unsuitable contracts and to deliver fair and reasonable outcomes for consumers. Put another way, carriage service providers should be required by the Code to achieve or avoid substantive outcomes, rather than merely to take specific incremental steps or have procedures in place. A general duty to avoid unsuitable contracts would	Noted. There is no question that CA/the DC strongly supports consumer protections. And we understand and agree with the regulatory strategy as described by the ACMA in the quoted paper: the ACL sets the broad expectations across the whole economy; sector-specific instruments set out how the rules practically apply in that domain. The Code has been drafted to achieve this. Broader general obligations <u>are</u> included at the start of each chapter, supporting the specific obligations within, which explain what a fair or reasonable outcome looks like in practice. This provides clear instruction to the CSPs about how to comply, and provides the structure for enforceability required by the ACMA (which has been very clear in its instructions to the Drafting Committee (DC) on what it requires.)

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	ensure that carriage service providers have a specific duty not to enter into contracts that are not in a consumer's interests, such as for products that a consumer has advised they do not want. This would be best supplemented by a general duty to deliver fair and reasonable outcomes to consumers, which would apply at both the sale and customer service stages. This would ensure that poor treatment of consumers would be discouraged by this obligation. • ACMA new enforcement powers will significantly improve TCP Code enforceability…but ACCC is concerned about enforceability as draft Code is overly reliant on process-based requirements rather than direct obligations to achieve outcomes. • The ACCC will continue to vigorously enforce the Australian Consumer Law. But we submit that, in writing and enforcing the telecommunications-specific rules, the ACMA will be able to shape and raise the standard of protections to the benefit of all Australian telecommunications consumers.	It is unclear how the ACMA writing the rules directly would result in a better or different outcome; this is a co-regulatory instrument. The ACMA has publicly provided clear, direct and non-negotiable instruction on all key points. There has been discussion about intended outcome/unintended consequences in a number of places, resulting in revised wording, but expected consumer outcomes have remained unchanged. This is exactly as co-regulation is designed; ensuring that the desired outcomes for complicated issues (in a dynamic industry that is subject to often potentially conflicting regulation and interests from numerous regulators and agencies) can be achieved without unintended and potentially very harmful consequences. Additionally, we note that CA supports the proposed new ACCC Unfair Trading Rules, and the DC has, from the start, actively considered how the Code rules could practically support CSPs to comply with those as yet undrafted rules. We do not think it helpful to duplicate (or potentially conflict with) those rules.
Superloop (p)	Changes are recommended to provide a better balance between customer protections, customer experience and commercial considerations.	
Leaptel (v)	We again thank the Communications Alliance, the Drafting Committee and Review Committee for their continued hard work on reforming the Code. Considerable progress has been made, and we believe the enhanced protections for consumers that the new Code includes, particularly in chapter 5, 6, 8 and 9 will be a significant step forward for consumers.	

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	The changes around direct debit and fee-free manual payment methods is something we strongly support. Broadly we support the revisions contained in the new Code, as most additions sensibly enhance consumer protections while maintaining an acceptable compliance burden for CSPs. In particular we support the changes to fee payment methods and direct debit in chapter 8 and 9. However, we strongly oppose the reduction of the credit assessment threshold from $1,000 to $150 in Section 6. This change is not in the best interests of consumers, is based on a flawed rationale, and will lead to significant unintended consequences to the detriment of the consumers it is designed to protect. Our concerns about this change are so substantial that Leaptel cannot support the revised Code in its current form. We strongly urge reconsideration of this provision, ensuring regulatory changes align with consumer needs, industry norms, and proportional compliance requirements.	
FNDIAG (p)	Competition is important for giving rural FN consumers choice and freedoms in-line w the majority of Australians: important that all telcos operate in good faith when engaging w FN consumers to ensure no single provider has an unfair competitive advantage.	Agreed. There is no action associated with this comment.
ACCAN (p)	Fundamental problems still remain – ACCAN considers that only government is capable of drafting any rules and that the Code's drafting is not clear enough. But Welcomes re-inclusion of chpt objectives.	As stated at the outset, the intent of a prolonged consultation period with numerous opportunities for engagement – including written responses for all parties to explain their position and why an option could/couldn't work – was designed to ensure drafting IS clear and that industry understands its obligations. It was also designed to ensure that other stakeholders could understand the issues, as it was clear from the outset that a number of stakeholder comments (incl. ACCAN's) were based on misconceptions, and a misunderstanding about, or no

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		knowledge of, other instruments' interaction with the TCP Code. There were still drafting issues that the DC was addressing in the public consultation stage. But general feedback is that the drafting is clear, and much better than previously. CA notes that: 1) All regulation suffers from the same challenges – drafting is challenging. The entire iterative process has been designed to make this as clear as possible. 2) As established under the Telco Act, this is a co-regulatory regime and drafting reflects that. CA has received clear feedback about enforceability or otherwise of clauses, and sought to address all feedback to date in the preparation of this draft. We continue to do so as we work to finalise the Code. Some of the changes against which ACCAN and others are pushing are changes specifically requested by the ACMA to ensure enforceability. This was noted in the 'marked up' copy provided to the RC at public consultation time. 3) We also note CA's obligation, when writing Codes, to take account of feedback received. This means carefully considering the feedback of <u>all</u> parties. It does not equate to doing everything that any single stakeholder (including industry) - demands. 4) This document is written for an industry audience, not a consumer audience. An understanding of the complicated web of regulation to which telcos are subject, and their operating environment and capabilities, is essential to ensure that obligation makes sense and can be made operational.

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AM	The Introduction section uses the term "above the requirements set out in economy-wide or telecommunications-specific legislation and regulation", which avoids answering whether the existence of such requirements means that they are actually enforced in practice as a result of any individuals identifying area(s) where requirements are not being met, e.g. letting the ACCC know of misleading claims on a CSP's web site or letting the ACMA know that a CSP's web site represents requirements of a long-outdated Industry Code as current information. Any requirements of the TCP Code that an individual can see are not being met by a CSP and not corrected promptly by the individual raising this with the CSP need to be able to be enforced promptly via contact with the TIO or the ACMA, not having both the TIO and the ACMA stating that they will take no action after long delays in responding.	Noted. It is not possible to include specific timeframes for correcting information, as the context and medium mean that what is a reasonable timeframe in one situation, may not be in another.
AM (p)	Key commitments to consumers is missing. Should be included.	See comment against AS.
AM (p)	commitment to continuous improvement by CSPs should be reincluded	This is included through a requirement to update.
AM (p)	Missing also is any means of reducing the back-and-forth of customers going between equipment suppliers and CSP's over problems with service features that each tell the customer to raise the problem with the other.	Covered by 7.1.5. (and note that this Code only applies to CSPs)
AM (p)	Complaints about technical details of roaming not being clearly explained. Refer to published submission for detail.	Noted.
Starlink (p)	DFV provisions should be removed from the Code	N/A. As the draft indicated, by public consultation stage, it was clearly articulated that the DFV provisions would not be included (but were left in for at that point until the draft DFSV Standard was published for transparency/to ensure no gaps).
RCCC (v)	Reliable telecommunications services are essential for individuals, communities, and businesses that live and work in RRR Australia. The effectiveness and quality of telecommunications consumer protections have a significant impact on the daily lives of RRR consumers. Consumers in RRR areas have experienced significant harm because of	Noted. The TCP Code should not and cannot be expected to address all issues. 3G is out of scope.

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	persistently inadequate consumer protection settings in a weak TCP Code. Additionally, the shutdown of the 3G network underscores the urgent need for stronger regulatory safeguards to ensure all Australians have adequate consumer protections. Allowing the telecommunications industry to write obligations that suit its own interest has resulted in a draft TCP Code that fails to meet the expectations of RRR consumers and organisations	This is a co-regulatory instrument.
Mate (p)	The regulatory context which the TCP code now finds itself is wedged between the ever-growing number of industry standards which continue to encroach its subject matter and supplant its relevance. Indeed, cl. 2.2.1 of the Proposed Code lists over 33 regulatory or legislative instruments that should be read 'in conjunction' with it and its provisions contain strike-out related to domestic and family violence protections now the subject of an industry code. The ever-shrinking scope of the TCP code indicates any relevance it may have once had is now expended. The Proposed Code is a regulation looking for a problem. Any possible mischief it seeks to resolve is already appropriately resolved through existing statutory and common law provisions as well as industry standards. The Proposed Code ought to seek to promote market outcomes that result in real consumer benefit in terms of lowering cost, increasing competition, and improving transparency. Instead, the Proposed Code seeks to impose duplication of existing laws and standards and otiose regulatory regimes that do not result in improved consumer outcomes.	Acknowledged, but note that the alternative is not 'nothing'. The drafting committee attempted to remove provisions that it believes are directly duplicative of the ACL and therefore unnecessary. The regulator has clearly indicated that such provisions are non-negotiable and must be included. The intent of other clauses that are, as Mate describes, 'resolved' through other instruments, is to set out how it is expected that CSPs will comply with those provisions – i.e. to set out how it applies in the world of telecommunications. Importantly, it is also to provide a mechanism for regulators to address non-compliance with the provisions of those instruments relatively quickly and early. Note that the alternative to the TCP Code including these provisions is not 'nothing'. The clear alternative favoured by ACCAN and a number of other stakeholders is for the ACMA to draft additional Standards /Determinations on <u>all</u> areas covered by the Code.

Chapter 1: Terminology, definitions and acronyms

	Entity (comment type)	**Comment**	**Response**
1.	Jortel (p)	Definitions and drafting clear. Timeframes ok.	N/A
2.	Leaptel	The draft is clear	N/A
3.	TIO (v)	The Code should contain a clear **definition for mis-selling** that takes account of the elements of inappropriate or unconscionable sales practices. The definition should cover sales conduct that is deliberate, reckless or negligent. It should also cover sales involving implicit and explicit misrepresentation, and circumstances where a consumer is sold products that are unsuitable for their needs or circumstances (where the telco is or should have been aware of these). This includes circumstances where sales representatives take advantage of a consumer's vulnerability to sell them unsuitable products.	Noted. We note it is not defined in other instruments. Too much prescription will unduly limit the ACMA's ability to regulate based on all circumstances.
4.	TIO (v)	The current draft Code includes updated definitions of 'credit management' and 'credit management action'. Credit management is defined as 'the process by which a CSP collects outstanding debts from customers', and credit management action is defined to include processes by which CSPs help customers to manage risks of debt related to telco products or their expenditure, manage credit risks to the CSP, or collect outstanding debts from customers. We understand the intent of these changes was to align the Code's definition with that contained in the Financial Hardship Standard. However, unlike the definition of 'credit management action' in the Financial Hardship Standard, the proposed definitions do not explicitly refer to restriction, suspension or disconnection of services. We also note that while the proposed definition of 'credit management action' refers in part to processes used to help consumers manage their own financial risks, and to manage credit risk to a CSP, the proposed definition of 'credit management' is narrower, referring only to CSPs' processes for collecting debts. It is important these definitions are consistent, as the credit management notice requirements in section 9.3 apply only to restrictions,	Noted. Definitions were separated to make clearer some of the specific rules on action that can be taken. Payment reminders or payment prompts are different to debt collection activities. The FHS can take a broader approach because it is specifically dealing with people in FH, whereas the TCP Code has broader application. It is therefore not appropriate in this case to align the instruments. No other stakeholder has raised concerns on this issue, so we believe we have appropriately described it.

		suspensions, and disconnections undertaken 'for credit management reasons'. The Code's definitions of 'credit management' and 'credit management action' should be updated so they are consistent. Each definition should cover action taken to manage a CSP's credit risks, collect debts, *and* to manage a customer's expenditure and risk of debt. The definitions should also explicitly cover restriction, suspension and disconnection of services following failed direct debit payments, to ensure consumers who pay for their services using automatic payments are adequately protected.	
5.	TIO (v)	Consumer definition should align with those used in other consumer protection regulations that apply generally across the telecommunications sector. Suitable definitions to align with are contained in the Financial Hardship Standard and the *Australian Consumer Law*. …caution against using [TIO's] current small business criteria as a restrictive requirement for business and non-profit consumers to qualify for protections under the Code. Under our Terms of Reference, the TIO's jurisdiction to accept complaints from small businesses and non-profit organisations is not strictly limited by defined criteria. …we retain discretion to accept complaints from small businesses and non-profit organisations that do not strictly meet our published guidance, if this is appropriate in all the applicable circumstances. We also highlight that our published guidance may be subject to change in future.	Noted. As you note, this does not affect the TIO's discretion to take complaints. This definition makes it very clear to industry and consumers who is covered, which was a clear goal.
6.	Optus (d)	Editorial comments: • There are a number of places throughout where there is reference to "the service" rather than using the defined terms "the telecommunications service", as well as a number of places where reference is made to "telecommunications goods and services" where it should be an "and/or" proposition. Suggest revising throughout as it needs to be clear when we're referring to the defined "Telecommunications Service".	Updates made. The editorial changes were accepted and the minor update to the definition of consumer (for clarity) accepted.

		• Some things are over-italicised in this draft. E.g. Consumer should not be in italics in words like Australian Consumer Law and Australian Competition and Consumer Commission. • Billed charge definition – should be "and/or" between goods and services • Bundled – should say "to access its telecommunications services" • Customer – to avoid this definition being circular, we suggest the following amendment: Customer [updated] means a consumer who has entered into a customer contract with a CSP. It includes both current and former customers. When the context requires it, a reference to a customer includes a reference to the customer's authorised representative.	
7.	Starlink (v)	**consumers in vulnerable circumstances** overly broad and all-encompassing. Given the breadth of the types of potential vulnerability in paragraphs (a) to (l) (e.g. "is old or young" in subsection (g)), the drafting should be clarified that the listed types of vulnerability are only areas of possible vulnerability and not areas that automatically make someone vulnerable. Vulnerability of that person still needs to be assessed by the provider, including when assessing whether the customer ceases to be vulnerable. Accordingly, the definition of 'consumer in vulnerable circumstances' set out at section 1.2 should be amended in such a way to better capture consumers who are actually experiencing vulnerability, and to more narrowly define categories or circumstances of vulnerability.	Changes made to make this clearer.
8.	Starlink (v)	**Consumers in vulnerable circumstances: Financial hardship** Section 1.2; subsection (a) of the definition The Draft TCP Code includes 'financial hardship' as a category of the definition of 'consumer in vulnerable circumstances' in subsection (a) of the definition. This is unnecessary and potentially confusing to both operators and consumers. Financial hardship is already addressed	Noted. There was specific direction from the regulator to include this and to link it to the FHS.

		extensively in the *Telecommunications (Financial Hardship) Industry Standard 2024* (Financial Hardship Standard). Accordingly, subsection (a) 'financial hardship' should be removed from the definition of 'consumer in vulnerable circumstances' in the Draft TCP Code.	
9.	Starlink (v)	**Consumers in vulnerable circumstances: Living in a remote area (h)** includes 'living in a remote area' as qualifying a consumer as 'vulnerable' in subsection (h) of the definition. Starlink's service is nearly ubiquitous, and many of our customers live in rural and truly remote areas. Serving these customers is central to Starlink's mission. We believe it is inaccurate to consider everyone not living in urban or suburban areas to be 'vulnerable' and requiring special treatment. Like consumers everywhere, a rural consumer *may* be vulnerable at any given time, but living in a remote area is not (and should not be considered) an automatic indicator of vulnerability. Accordingly, subsection (h) 'living in a remote area' should be removed from the definition 'consumer in vulnerable circumstances' in the Draft TCP Code.	Minor change made. Amendment to the opening part of the definition addresses this.
10.	RRRCC (v)	[recommends broadening the definition of] 'Consumer in vulnerable circumstances' to acknowledge the challenges faced by individuals not only in remote areas but also in inner regional, outer regional, remote, and very remote parts of Australia. Restricting the definition to remote areas may unintentionally exclude vulnerable consumers in regional and rural communities. …change to: (h) living in a remote <u>area inner regional, outer regional, remote, or very remote</u> area;	Noted. We believe remote adequately captures this, particularly with the 'not limited to'.
11.	Superloop (v)	**Definition of "*Generally available network coverage*"** We recommend that this definition be limited to 4G/5G mobile networks. Currently the definition is product agnostic. It could therefore be interpreted that network coverage maps are to be provided for: • Non-NBN fibre networks	Amendment made to make it clear that this specifically refers to MOBILE coverage: "means the information on a *CSP*'s website describing its mobile network coverage."

		• Community residential and public Wi-Fi networks • Satellite, and • Fixed Wireless. Should the definition remain product agnostic, we recommend that the definition be updated as follows, "*means the information on a CSP's website describing its network coverage. **As far as reasonably practicable**, this may include coverage maps, **service qualifications** or diagrams, with information about coverage in different scenarios (outdoor/external antenna, 4G/5G, etc.)*.	
12.	Superloop (v)	***Definition of "natural disaster"*** We recommend that the term "*natural disaster*" be included as a formal definition in the Code. The absence of a definition provides ambiguity for CSPs to determine what events could be classified as a natural disaster. We recommend that the following definition be included in the Code: ***"Natural Disaster*** *Means a natural disaster listed on the Commonwealth Government's list of declared disasters".*	We have included a definition of natural disaster which aligns with the CCO definition. Note: It is not limited to 'declared' because a CSP may need to take action before this (there's often a large time lag between the disaster and the declaration).
13.	ACCAN (v)	**Definition: Credit Management Action** Credit management action means the process by which a CSP: (a) helps customers to manage: (i) their risk of debt associated with a telecommunications good or service; or (ii) their expenditure; or (b) manages any credit risk to a CSP; or (c) collects outstanding debts from customers. ACCAN considers (c) repeats the definition given for Credit Management. The definitions of Credit Management and Credit management action should be revised for clarity.	Noted. These are linked definitions.
14.	ACCAN (v)	**Definition: Critical Locations** Critical Locations means the key locations the customer indicates they intend to use the telecommunications service, for example the customer's home or work.	Noted. The customer needs to divulge information to enable assessment of appropriateness.

		ACCAN considers that the definition for 'Critical Locations' should not be restricted to areas a customer 'indicates' they intend to use the telecommunications service. ACCAN supports redrafting this definition to: 'means the key locations the customer intends to use the telecommunications service, for example the customer's home or work'.	
15.	ACCAN (v)	**Inclusive Design – Clause 3.2.5-3.2.6** ACCAN considers that inclusive design should be a central guiding principle for the ways in which CSPs create telecommunications goods, services, systems, policies and processes. The guidance between 3.2.5 – 3.2.6 should be drafted into distinct TCP Code clauses as the guidance box does not place any expectation or requirements on how CSPs should engage with inclusive design. Further, ACCAN expresses some concern over the nature of "best possible handling" as this term is ambiguous and may be misinterpreted by CSPs. Language such as "concepts", "principles" may be opaque and inhibit the readability of the code.	Noted. Editorial change made to replace 'best possible handling' (now: cater to the needs of a diverse population) Note that CSPs are not manufacturers.
16.	ACCAN	**Debt management** – no definition included	Noted
17.	IAA	**Working day.** Recommend amend to exclude State and Territory based public holidays, in addition to national public holidays. The restriction to exclude only national public holidays disproportionately burdens smaller providers. This is as there are many providers that only service customers in a single State or Territory or operate out of only one State or Territory as its principal place of business. At the least, the definition of 'working day' should be amended to exclude a public holiday in the location of the principal place of business of the relevant provider. We note that this inclusion of State and Territory public holidays is common practice in relevant telecommunications regulation such as the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018* and *Telecommunications (Financial Hardship) Industry Standard 2024* (**Financial Hardship Standard**). Therefore, we also consider that the recognition of State and Territory based public holidays to be within consumers' reasonable expectations.	Noted. We are sympathetic to the concerns raised, however there is no alignment of views on this issue; feedback from others is that it is problematic to include state and territory holidays because many businesses operate nationally (making it hard for a business to apply the rules, and meaningless for a customer when its CSP is based in a different state to the customer). It is therefore being reviewed /updated for consumer codes.
18.	Mate	**Plain language.** proposes a mandate of the ubiquitous use of plain language in cl. 4.1.1 of the Proposed Code to "reduce the level of ability required to use a product or process" and defines plain language as	Noted. Re (a) and generally: These requirements are specifically to meet feedback from regulators

		something capable to communicate to an average cognitive level of a 12 to 14-year-old. Problematic because: a) There is no evidence that carriage service providers are not using language which is well understood by the public or appropriate in the circumstances and therefore it is difficult to identify what mischief this provision proposes to resolve. Existing industry standards are very prescriptive in relation to what information must be provided to consumers to assist them in comparing services and understand their capabilities such as Key Fact Statements and Critical Information Summaries. b) The difference in reading comprehension and cognitive maturity between a 12 (schooling year 7) and a 14-year-old (schooling year 10) is so different as to create real uncertainty as to what level communications must be directed. It is not clear how this is to be assessed and as to what standard carriage service providers will be held. c) The minimum age to contract at law is 18 years. The requirement to pitch communications to a 12 year infantilises and embarrasses the tens of millions of consumers who contract with their supplier for the supply of services. The requirement risks losing meaning in communications relevant for almost all Australians at the expense of a group of persons that on their face are not capable of contracting at law at all. d) The supply and use of a telecommunications service cannot be 'simplified' by the brush stroke of a regulation. The reality of facts of life such as the Multi-technology mix of the national broadband network necessitate nuanced conversations about matters important to customers such as latency, speed and reliability when comparing technologies such as fibre to the premises and fixed wireless, explaining and integrating the importance of customer premises equipment and its contribution to the service delivery supply chain. e) The absurdity of the requirement can be best illustrated that the Proposed Code requires 'plain language' but at the same time requires	(including ACMA and ACCC) and consumer groups that product offerings and terms are *unnecessarily* complicated and must be in plain language. Re (b), plain language is a recognised term. It is also consistent with WCAG 2.2 best practice. Re (c) Communicating in plain language does not suggest you are communicating with under 18s, but does recognise that it is helpful when communicating with ALL consumers, but particularly vulnerable consumers (e.g. those with ESL, learning difficulties, etc.) Re (d) correct. We acknowledge this. Re (e), asking a consumer to find an account reference (which may include something called an AVC) does not in any way suggest that the consumer needs to understand what this refers to. Remember that the audience of this Code is CSPs not consumers. Consumers are used to finding reference numbers and it is not hard for the CSP to explain (if necessary) that this is a reference code to help confirm it's the right service that's being transferred. However, the drafting has been reviewed and revised again to remove duplication with other rules (including new access transfer codes).

		communication of the 'Access virtual circuit identifier' (being a lexical nonsense to any lay person) to consumers to facilitate a transfer under cl 7.3.7.	
19.	Konec	Credit Management – Is a dishonoured card payment for prepaid plan is considered 'an outstanding debt'? 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. Reasonable assistance – define or provide examples as what's reasonable is subjective. Periodic Price – neither 'billing' or 'charging' period relate to prepaid. Suggest amending definition to state 'recharge validity period' for prepaid for improved clarity. Sales staff – review/update to exclude inbound/reactive non-sales customer support staff.	CA advises you seek independent advice/guidance. This would be a direct debit. We believe it is covered by the definition ('financial account'). This is a common legal term. We are not sure what specific examples would be of assistance. Charging does relate to prepaid. But definition updated as suggested for clarity. This is captured by 'primarily' in the definition.

Chapter 2: General

	Section	Entity (comment type)	Comment	Response
20.	All	CMobile	No concerns	N/A
21.	2.1.4	IAA	Extend the delayed commencement date of identified provisions to 9 months following the registration of the Revised TCP Code, and Commencement Date to be amended to 6 months following the registration. …extremely concerned about the proposed 3-month grace period to comply with the bulk of the Revised TCP Code. We understand that in respect of certain provisions, an additional 3 months has been provided. …industry, and in particular, smaller providers must be given a fair and reasonable opportunity to properly understand their compliance requirements, and implement changes to ensure their compliance [most of TCP Code] will require providers to undertake a significant review of their current operations and systems, consider what changes are necessary, and then implement those changes and train staff accordingly. …. smaller providers in particular will struggle with this timeline, and the undue costs they will have to bear. Many smaller providers do not have dedicated regulatory personnel to keep track of and navigate regulatory material. Add to delayed clauses: • Introducing processes to proactively identify customers in vulnerable circumstances – Clause 4.2.1b • Completing credit assessments – Clause 6.2 • Providing at least 1 live customer contact channel, and alternative support channels – Clauses 7.1.2, 7.1.3, and 7.1.4	Some additional clauses added to the delayed clause list. We acknowledge the comment about extending all timeframes – we have had clear direction that this would not be acceptable. Re individual clauses, 4.2.1b, ACMA expectations on this have been clear for a couple of years. It is a priority area. A delay would not be accepted. 6.2, 7.1.2, 7.1.3, 8.7.2 accepted. 8.6.4 not accepted – note that this is 'make available'. How this might be achieved is not prescribed. It does not necessarily need to be self-service, or require IT changes. Re 8.11.3 we would expect CSPs to have processes in place to notify customers already

			• Providing information about discounts and credits – Clause 8.6.4 • Providing receipts within 48 hours of processing payment – Clause 8.7.2 • Processes in response to failed direct debit payments – Clause 8.11.3	
22.	2.1.4	OCCOM (p)	3 months for general code compliance is ok.	N/A
23.	2.1.4	Konec	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.	The all-staff training should not *require* an external provider to meet the minimum requirements for all-staff training. Guidance has now been prepared by CA and a link to that guidance will be added to the code.
24.	2.1.4	Konec	Interpreter Services in 5 community languages to be available on website within 6 months, not 3 months, if requirement passes, [4.1.5]	Not included as delayed clause. We sympathise but need to limit the delayed implementation clauses to those where a delay is critical, and we believe this one is achievable in 3 months and that most concerns relate to a misunderstanding of the requirements (drafting now clarified) – that is, that information must be available <u>about</u> interpreter services (not provision of those services by the CSP).
25.	2.1.4	Konec	Expanded CIS to be published within 6 months, not 3 months [4.1.7, 4.1.8]	4.1.7 is not a new clause. No change. Accepted for 4.1.8
26.	2.1.4	Leaptel (v)	We have concerns about the capacity of smaller CSPs to implement the requirements surrounding displaying information about community languages within 3 months. Small CSPs are particularly vulnerable because they may not have dedicated resources they can access to do this work, particularly around community languages. They will have to invest, probably in an external resource, to produce new contact / CIS community language information. To increase the ability of smaller CSPs to comply inside the 3-month timeline, and given most small CSPs will rely on the	Not included as delayed clause. We sympathise but need to limit the delayed implementation clauses to those where a delay is critical, and we believe this one is achievable in 3 months and that most concerns relate to a misunderstanding of the requirements (drafting now clarified) CA will attempt to provide guidance but has no capacity to consider this until the Code is submitted.

			criteria of languages commonly used in Australia (based on public data e.g. from the ABS), could templates be provided that could be modified to add the details for small CSPs? This would be beneficial to both consumers and industry. [4.1.5]	
27.	2.1.4	Starlink (p)	To ensure that such a live chat functionality can be implemented properly and without undue cost burdens, providers should be granted additional time to comply with the new section 7.1.2. This will be particularly important for smaller providers operating leaner business models, or who may need to conduct procurement activities to engage a third-party service provider to develop this functionality for them. ….would be reasonable to amend section 2.1.4 to insert a new subsection referring to section 7.1.2, thereby granting providers six months from registration of the revised TCP Code to comply with the requirements of section 7.1.2.	Accepted. Added.
28.	2.1.4	Optus (d)	Could we add the following clauses for extended implementation timeframe: • 6.2 Credit Assessments – there are significant system and IT changes required to ensure we build in affordability indicators (which are new) and to implement external credit checks for (more)existing customers; the various thresholds now included will also require significant IT system and supporting process changes. • 8.11.2 and 8.11.3 (3 working days – shifting from calendar days which is our BAU as this will require significant IT changes) • CIS changes – if we need to update all in-market offers, we will need longer as we have many CIS [see our proposed drafting for 5.1.5]	All considered, some accepted: 6.2 delay added. Not included in delayed clauses. Working day issue has been dealt with separately through other drafting changes. Drafting change at 5.1.5 is not necessary: the change should be at 2.1.4 with the other delayed clause obligations.

29.	2.1.4	ACCAN	ACCAN considers that 6 months is an unnecessarily long timeframe for implementation as CSPs have been aware of the nature of these changes for a substantial period of time.	Noted. The observation that CSPs have been aware of the 'nature of these changes' is unhelpful. IT, training or most other changes cannot be finalised or scheduled based on 'concepts' (nature of changes). And in any case, many CSPs – especially smaller players – have not engaged with this process. ACCAN's suggestion particularly disadvantages small players.
30.	2.1.4	More/ Tangerine (v)	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)? 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.	None of the new Code comes into force earlier than 3 months after registration. Specific new requirements, including the training as indicated, are not mandatory for another 3 months after that (i.e. 6 months after registration). This recognises that CSPs need a longer time to implement those clauses. Specifically in relation to your question, this means that all staff must be trained on the new Code provisions by 6 months after registration. Re WCAG, cl. 4.1.8 requires that new content published/released any time after 6 months after the Code's registration conforms (at least) with the AA obligation (not the AAA obligation which is the current Code's minimum). In practice, yes, this means that the person(s) responsible for ensuring content is compliant must be trained before 6 months.
31.	2.1.4	Symbio (d)	Symbio provides this feedback on behalf of our wholesale partners ensuring that their concerns can be noted. We request a delayed implementation date for updating the Critical Information Summary (CIS), requesting it fall under 2.1.4., the 6 month commencement period (not 3months), to facilitate small businesses rolling out the Code	Acknowledged. We have limited delayed implementation clauses to those that require IT changes or cannot be completed until other actions are completed.

			requirements into processes and systems, and allowing an extended timeframe to update CIS documentation.	
32.	2.1.4	Superloop	Given the volume and complexity of changes required to be implemented by the industry, we recommend that the Code, in its entirety, have a minimum 6 month transition, with a minimum 12 month transition for systems/payments based changes. In addition to TCP Code, the industry will also be addressing: • Changes required to be implemented upon the introduction of the domestic and family violence industry standard • For relevant CSPs, work required to be completed for the transition to higher speed broadband speed tiers, including regular changes to NBN's wholesale product offering.	We sympathise but such a request is not acceptable to the ACMA. We need to limit the delayed implementation clauses to those where a delay is critical.
33.	2.2.1	IAA	update to include the DFV Standard as and when it is drafted and comes into force	Actioned.
34.	2.4.1	Optus (d)	Current drafting would require us to keep records for at least 4 years and we don't believe this is the intention. Suggested solution: delete "at least 2 years" either in (a) or in the following sub-paragraphs, otherwise it is cumulative, and we have to retain for 4 years.	Updates made. The problem is actually with 2.4.1(b). Drafting amended to address that.
35.	2.4.1	TIO (v)	Our complaint-handling staff often find that when they need to investigate a complaint where it appears a telco may not have completed an adequate credit assessment, they have difficulty obtaining useful information from the CSP in order to review the credit assessment. In these circumstances, the CSP often says it either cannot provide any information relating to the credit assessment, or the information it can provide is cursory and does not show what factors its assessment considered or how the factors were assessed.	Noted. Credit assessment processes have been updated. The proposed requirements balance privacy with retention.

			To assist telcos and consumers in resolving complaints relating to the adequacy of credit assessments fairly, CSPs could be required to record and retain information they considered as part of their credit assessments, including a description of how they applied the information when making a credit assessment, for the duration of the contract plus 24 months. This could be achieved by explicitly defining what information CSPs are required to retain about credit assessments in order to comply with the record retention requirements in clause 2.4.1. Any privacy risks associated with collecting and retaining information to support credit assessments could be mitigated by a requirement for CSPs to delete the information once the mandatory retention period has expired.	
36.	2.4.1	OCCOM	The updated Code provides clear data retention guidelines for Carriage Service Providers (CSPs), particularly in clauses 2.4.1 to 2.4.3 stating CSPs must retain records for at least two years to ensure compliance, covering customer contracts, authorizations, and vulnerability-related data. Records must also be made available to ACMA upon request, enhancing transparency and oversight. While the framework is clearer, some ambiguity remains—such as defining when a record is "no longer required" or the retention period for vulnerability-related data. These areas could benefit from further clarification to ensure consistency across CSPs. Overall, the updates improve accountability but may require additional guidance for uniform implementation	Acknowledged. CA is not in a position to provide further guidance on this issue as it is dependent on numerous other instruments. CA would support the government developing a list of all data retention requirements under different legislation and has made this view clear in submissions over the years.
37.	Note after 2.4.3	Telstra (d)	Edit only - The note incorrectly refers to '2.5.3' which should be replaced with '2.4.3'	Updates made. Editorial error corrected as proposed.

			'Note: CSPs must keep the required documents or records for the relevant period set out in clauses 2.4.1, 2.4.2 and 2.5.3 or, if required by other regulation or law, for the period specified in that regulation or law. Where the time periods in these clauses, or the regulation or law are inconsistent, the time period in the regulation or law will prevail.'	
38.	2.4.3	Optus (d)	We have concerns around having to destroy "the record". We prefer a rule that we destroy the actual evidence/information provided; but we would likely retain a record in our account notes that the assessment was made, evidence was provided etc. Otherwise, this could potentially clash with the DFV Standard and 2.4.1 where a vulnerable customer is being case managed. Suggested drafting for consideration: For clarity, this clause 2.4.3 does not require CSPs to delete records such as case notes with information about the type of information. For example, a CSP must delete any copy of a document received but can still retain (subject to other laws or regulations) information about the info received such as the fact it was a medical certification and date it was issued. Also – delete reference to "records in 2.4.3 (a) and (b)	Accepted. Revised drafting included.

Chapter 3: Organisational culture and governance

	Section	Entity (comment type)	Comment	Response
39.	3.1.1 – 3.1.2	More/ Tangerine (v)	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. 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.	Noted. This is quite a common requirement across other instruments. It is understood that senior executives will delegate, but the path needs to be appropriate traceable. Ie nominated accountability within the CSP's structure at a level of seniority for it to count. Need to demonstrate how it is supported, if the ACMA (or CommCom) asks.
40.	3.2.2 – 3.2.7	More/ Tangerine (v)	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.	Action taken: CA has prepared guidance for CSPs to cover this – to be released before Code registration. This will be referenced in the Code as a link, enabling updates as required.
41.	3.2.2(c)	Superloop (v)	We request that further guidance/context be included in the Code to assist CSPs in establishing an appropriate First Nations cultural awareness training curriculum linked to the products and services offered by CSPs, and how this training content may differ to the training content that addresses customers experiencing vulnerability and responsible sales practices.	Action taken: CA has prepared guidance for CSPs to cover this – to be released before Code registration. This will be referenced in the Code as a link, enabling updates as required.
42.	3.2	ACCC (p)	… concerned that the Code continues to suffer from a lack of clear and enforceable requirements to prevent consumer harm.	Action taken:

			….staff training includes detailed drafting, and requires carriage service providers to have and implement internal policies and supporting materials on a range of topics. … While this detail provides process requirements, it may not deliver better outcomes for customers. If a carriage service provider's representatives were behaving in a manner that suggested they did not understand their obligations under the TCP Code, then the ACMA would only be able to take enforcement action if the carriage service provider could not demonstrate it had followed one (or all) of the specific process obligations in Chapter 3. This is because the TCP Code requires the process of undertaking training, rather than the outcome of understanding the training in how to appropriately engage with consumers. The way to resolve these concerns is to add Code provisions on customer outcomes in addition to the process steps already included.	Amendments made to make it clear that training required under this section is required to reflect the rules/outcomes contained in each of the relevant chapters of the Code, and that consumer outcomes relevant to this training are contained in various other sections of the Code - this chapter has to be read in conjunction with those chapters. For example, for customer-facing staff, 3.2.4 requires training on identifying and supporting consumer needs. This links to outcomes/requirements achieved through rules in various other chapters. For example, chpt 4 rules on providing information to consumers in a clear, inclusive and accurate manner; supporting consumers in vulnerable circumstances; and supporting the appointment of authorised representatives and advocates. It also links to other chapters, like chpt 7, customer service and support.
43.	3.2	AM (v)	The new requirements of company-wide staff training are welcome. I have previously dealt with a CSP's complaints officer who had not read the TCP Code.	Noted, thank you.
44.	3.2.2 (c)	CMobile (v)	…concerned with the inclusion of '(c) First Nations cultural understanding'. CMobile, along with a large number of CSPs, is an online service provider. We do not see our customers, nor do we ask them about	Noted.

			their cultural background. We see all our customers as equal and we do not understand the basis on which this training is required. Every obligation you place on us is more cost for our business. CMobile appreciates that the drafters no doubt have the likes of Telstra, Optus and TPG in their minds when they attempt to include these obligations, however there are a significant number of smaller CSPs who do not have million-dollar training budgets and when we see additional training requirements, we want to understand what the obligation is trying to achieve. This obligation goes beyond what is required to provide telecommunications services to *all* Australians.	Guidance to assist CSPs with this requirement will be included through a link in the Code. This also explains why all staff training is relevant (including for online only businesses).
45.	3.3.1	More/ Tangerine (v)	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. 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.	Noted. This is not a new clause.
46.	3.3.1	Konec	Please ensure the new brochure is available to meet the implementation dates finally agreed in the code.	Noted.
47.	3.2.4	ACCAN (p)	Suggest elevating guidance into a clause to place a proactive obligation on CSPs to demonstrate that training is appropriate to their structure, size, customer base, and responsibilities and influence of each staff role.	Noted. Key concept already caught in the main clause.
48.	3.2.4	IAA (v)	We would appreciate greater clarification on 'account management' under clause 3.2.4(b) and how this differs from the other, specific aspects of management of consumer accounts set out under the rest of clause 3.2.4.	Corrected, thx. Typo – should be account support referring to chpt 8.
49.	3.2.5	ACCAN (p)	*3.2.5 Customer-facing training must occur: xxx* Need to first state that customer facing staff training is mandatory.	This is already stated at 3.2.4. No change.

50.	3.2.7	ACCAN (p)	ACCAN considers the obligation on CSPs to review the effectiveness of their training would be better supported by the inclusion of specific metrics that CSPs must include to evaluate effectiveness.	Noted. This is unnecessarily prescriptive, and it is questionable that it would be helpful rather than a hinderance. This wording also mirrors ACMA instrument drafting.
51.	3.2.9	ACCAN (p)	CSPs should be required to identify and address deficiencies within their own monitoring processes and undergo a yearly internal review to improve its monitoring processes. ACCAN considers that it is reasonable that CSPs be required to provide the regulator with details of this process. This should be reflected as an enforceable code clause.	Noted. This is achieved through the Annual CommCom attestation process.
52.	3.2.10	ACCAN	ACCAN would request further clarification from the DC with respect to "a reasonable minimum for average wait times. ACCAN supports redrafting 3.2.10 (b) to: 'Keep the average wait times to a reasonable minimum'.	Noted. Suggested drafting doesn't appear to add anything. There has to be scope for flexibility depending on the circumstances. In the case of dispute, the TIO or regulator can consider.
53.	3.2.12	ACCAN	Suggest a positive obligation to prescribe that CSPs should seek meaningful and specific feedback from customers	Noted.
54.	3.3	ACCAN	Consumers should be adequately informed of the nature of the clauses of the TCP Code. For example, CSPs may display simplified guidance with respect to the TCP Code on their website or in a durable medium in stores.	This code is for CSPs. The audience is not consumers. A separate document is available to inform consumers about the general provisions.

Chapter 4: Supporting the customer

	Section	Entity (comment type)	Comment	Response
55.		BB (v)	Objective (at start) 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.	CH is out of scope. It has its own standard.
56.		ACCAN	Chapter 4 does not adequately address provisions related to CSPs support of consumers with a disability. Rather, the consideration of accessibility requirements of people with disability are only explicitly referred to in a guidance box 'Identified needs or circumstances'. ACCAN notes that cl 4.1.5 (b) and 4.1.8 are specifically tailored to support the needs of people with disability. However, these provisions do not offer adequate consumer protections in their own right nor are the clauses bolstered by further provisions that obligate CSPs to prioritise accessibility and appropriate support for customers with disability. Further, provisions in cl 5.3.3 and 5.3.4 only obligates CSPs to provide information on accessibility of telecommunications goods to consumers to ensure responsible selling, not to support consumer vulnerabilities. ACCAN considers CSP engagement and support of customers with disability must be prioritised in the Code with proactive obligations on CSPs to ensure staff appropriately support people with disability.	Noted. It is unclear what ACCAN considers to be missing. Consumers with a disability are included in the 'vulnerability' cohort and the raft of protections for that cohort (and the general protections that would benefit that cohort as well as the general population).
57.	4.1.2	ACCAN	ACCAN appreciates Communications Alliance in part taking into account our feedback on the May Package with respect to this section.	N/A
58.	4.1.4 4.1.5	ACCAN	ACCAN considers that consumers should be able to request the translation of a CIS or SFOA, at no cost, into one of the following: (a) 10 community languages	Noted. This is a huge impost for smaller CSPs and unviable. It goes beyond what

			(b) Braille (c) Auslan (d) Easy English (d) 5 most used First Nations languages	other sectors are required to do. That is not to say that individual providers may not do more, and CA is also looking to do some further work in this area outside of the Code process. However, for clarity, changes have been made to this clause to make it clear that: (a) The 5 community languages relates to the requirement to say **in those languages** 'interpretation service, call xxx' – that doesn't mean that interpretation into more languages aren't available through the service number. (b) The obligation is for the CSP to include the details about interpreter services (not to pay for them)
59.	4.1.4	ACCAN (v)	Suggest redrafting: 'A CSP must ensure that its customer-facing staff are able to communicate clearly and in plain language with consumers in the CSP's primary language of operation'.	Noted. We don't think this changes the meaning so have left unchanged.
60.	4.1.5	ACCAN (v)	ACCAN opposes the use of AI translation tools as an effective means for consumers to receive and understand information from a CSP. AI translation tools are not user-tested, are often inaccurate or mis-translate, and remove the responsibility on the CSP for clearly and effectively communicating information in plain language. Rather, ACCAN supports CSPs providing details of appropriate translation services for consumers on their website in 10 community languages and providing details to translation services that suit the consumer's needs.	Noted. This is in addition to the requirements for interpreter services at 4.1.5 a and b, not instead of. AI is rapidly evolving. This leaves options open as it evolves to suit this purpose.
61.	4.1.5	BB	Re 5 community languages [which are defined as]	Noted.

		(v)	• 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.	The clause allows the CSP to customise to its demographic. This is a better consumer outcome than a mandated list.
62.	4.1.5	Konec	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.	Wording amended to clarify that the expectation is not that the CSP pay for the interpreter service.
63.	4.1.5	Mate	Australia is not Switzerland were there are four official languages. The sole national official language of Australia is English. The Department of Home Affairs describes our national language as: *"English, as our national language, connect us together and is an important* *unifying element of Australian society. English proficiency is a key contributor* *to better education and employment outcomes and social participation levels"*. The founders of MATE and all its senior executives come from a non-English speaking background, and all are first generation Australians. MATE does not understand the purpose or value of this provision because:	Wording amended to clarify that the expectation is not that the CSP pay for the interpreter service.

			a. There is no requirement at law for carriage service providers to provide contracts or other documentation in anything other than English. b. The provision of minimal and tokenistic information in an arbitrary (and potentially ever changing) five community languages does not assist consumers in any meaningful way. c. The provision of such information may mislead consumers into believing that they may be able to communicate with MATE in those community languages. d. There is no evidence that any meaningful proportion of consumers require this information. e. Alternative services are available to assist consumers with varying language needs.	
64.	4.1.8	ACCAN	ACCAN requests further clarification on the scope and meaning of new digital content that this clause applies to. Does new digital content include new web pages on an existing website? Updates to an existing web page or application? ACCAN considers that the intent of the clause should be upheld, that all new digital content conforms to WCAG Level AA.	This is not a new – or a CA or telco-specific – concept. We understand that the Human Rights commission is producing guidance on all these issues for all industry and refer interested parties to that. The deadline keeps moving (latest advice when PW check was Feb 2025) but it is imminent. *(Update: published May 2025)*
65.	4.2.1	ACCAN	CSPs should be required to proactively reach out with appropriate assistance to these consumers. CSPs must take into account the vulnerability they have identified in their communications with these consumers. ACCAN considers that the framing of this clause does not prioritise consumer outcomes and is drafted to limit CSP accountability in instances where vulnerable consumers have been inappropriately interacted by CSP staff.	Noted There are numerous requirements throughout the Code to support vulnerable consumers. In response to the second point, this is covered by the requirements under 4.2.2, which links to requirements in 4.2.1.

			For example, should a representative of CSP not advise consumers about the CSP's offers that suit the identified needs of the customer in vulnerable circumstances in violation of 4.2.1 (c) (iii), CSPs may still be in compliance with the TCP Code if they have met the requirements to train and resource staff to undertake the activities in 4.2.1.(c)	
66.	4.2.1	IAA	We consider the obligation to assist consumers to self-identify as experiencing vulnerability as vague and unclear as to what is required for providers to ensure compliance with this provision. We appreciate that the clause is left non-prescriptive to allow providers flexibility in their assistance approach, however, we would appreciate if further examples could be provided as non-mandatory guidance on the various ways that providers could ensure compliance.	It might include including info on your website saying, 'if you are having difficulties such as x, y, z', contact us for assistance. Or keywords which might trigger a question to the consumer which might help the consumer identify whether the customer qualifies as vulnerable. It could vary a lot between businesses. Links to training on vulnerable consumers.
67.	4.2.1	More/ Tangerine	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. 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.	Some examples noted. CA cannot endorse external organisations.
68.	4.2.2	ACCAN (p)	(wants to see) a proactive obligation on CSP staff to deliver fair and reasonable outcomes that are tailored to suit each consumer's individual circumstances, needs, and vulnerabilities. These provisions do not go far enough to appropriately support consumers needs and vulnerabilities. At the very minimum, 4.2.2 (a) should remove "may" and "identified" from the clause. 4.2.2(b) should removed "may" from the clause.	Noted. That is an impossible ask. A CSP can use their best endeavours to talk to the consumer and work out what would they have on offer that *may* suit their needs, but whatever it does, it can't know that it is the best solution, or understand everything about the customer's life to *understand* everyone's individual needs. Further, it must be a two-way dialogue.

				Additionally, the code clearly mandates that IF there has been a problem, there are protections and remedies.
69.	4.2.2	ACCAN	Notebox: identified needs or circumstances This text box should better reflect examples of consumers who wish to switch to a more affordable telecommunications plan. This should be reflected in updated drafting. Eg. A consumers identified needs or circumstances could include the following: - wanting to switch to a more affordable telecommunications plan while maintaining quality connectivity. - products which would suit a consumers' connectivity needs in a rural, regional or remote area. - needing large amounts of data. - requiring data sharing amongst family members. - wanting a plan that offers the best deal for calling a designated country regularly. - products with accessibility features	Noted. Affordability and other issues are already covered in the text box. It is unclear what the gap is that ACCAN wishes to fill.
70.	4.3.2	Telstra	The use of "accessible" in this context is not clear – can we confirm what we mean by this then we can consider suggested new drafting. 4.3.2(b). 4.3.2. A CSP must: (a) provide customers with access to information about how to appoint an authorised representative; [3.5.1(d)] (b) ensure that the process to appoint an authorised representative **is accessible**; and (c) advise the customer of the level of authorisation granted. [3.5.1(b)] *Note: An authorised representative may be granted the power to act on the customer's behalf as if they were the customer, or may be granted limited, defined rights. [3.5.1(b)]*	DC discussed – amendment proposed (included in draft) (b) ensure that the process to appoint an *authorised representative* is straightforward

71.	4.3.2	ACCAN	…this provision should contain a positive obligation which requires CSPs to assist consumers in appointing an authorised representative.	Noted.
72.	4.3.2 (c)	TIO (v)	There should be a clear obligation for CSPs to accept an authorisation from a consumer that gives their authorised representative the ability to do anything on the account the consumer could do. This obligation should be contained in a separate Code clause rather than a note, to clarify that it is binding. The note under this subclause states a consumer's authorised representative may be given authority to 'act on the customer's behalf as if they were the customer, or may be granted limited, defined rights.' It is not clear whether this note is intended to create any obligations for CSPs about the levels of authority they must allow consumers to give an authorised representative. We receive complaints where the representatives of vulnerable consumers say a telco has told them they are not able to do certain things on the consumer's account (such as cancelling a service or moving a service to a new address), even though the consumer had granted them full authority on the account.	Rejected. There are different levels of authorisation to suit a customer's specific needs and circumstances. A blanket authorisation is possible under POA arrangements. Cancelling a service has specific restrictions because of the CID Determination requirements – designed to protect the customer.
73.	4.3.2	TIO (v)	**should also be a clear obligation on CSPs to inform account holders about the nature and extent of powers granted to an authorised representative, including what an account holder can do if they want to revoke their authorisation**. We sometimes see complaints where an account holder has not understood the full extent of the powers they were granting to an authorised representative, and the authorised representative took advantage of this to the consumer's detriment. **Code to make clear CSPs can only remove an authorised representative on an account holder's instructions.** [as the TIO also sees] complaints from consumers who say their telco told them an authorised representative they had set up on their account had 'expired'. Depending on the circumstances, this can sometimes cause significant inconvenience or	4.2.3(c) covers the level of authorisation. CA is aware that this area is complicated and will review its guideline on this issue (with stakeholder input) to provide clearer information about it. (incl. the issue of revoking) It is too complex to write code rules to cover every scenario. CA will also examine the expiry issue in that review.

			anxiety for vulnerable consumers, who then have to complete the process of re-authorising their representative. We understand some telcos place time limits on the authorisation of representatives as a security measure, but it should always be the consumer's choice to remove an authorised representative. In our view, it is beneficial for a telco to remind a consumer about authorised representatives on their account (and of how they can remove those representatives), but telcos should not be permitted to remove authorised representatives unilaterally.	
74.	4.4	ACCAN	[Want the code to contain] further detail on the processes by which a consumer can appoint an advocate.	Noted. This detail is not appropriate in a Code.
75.	4.5	Jortel (p)	No concerns with proposed requirements re death of customer.	N/A
76.	4.5	TIO (v)	[support the goal, but] The proposed definition of 'Authorised Estate Representative' is broad, covering any 'party with a confirmed relationship to a deceased customer's account who has met the CSP's evidence of the customer's death requirements, and met the CSP's identification requirements.' A note underneath the definition says this may include the customer's next of kin or an individual with power of attorney. Depending on the circumstances of a deceased estate, we understand these persons may or may not be authorised to represent the estate. The typical bereavement request where a consumer just wants to cancel their deceased relative's account is likely to represent minimal risk to the estate. Where a bereavement request involves the refunding of credit balances or the transfer of services or accounts into another person's name, there may be increased risks. We encourage Communications Alliance to be mindful of any risks that may be posed to a deceased person's estate by the proposed section 4.5 requirements, when determining the final drafting of the section.	Noted. No actionable points.
77.	4.5	ACCAN	ACCAN also sought clarification on exceptions for sending notifications involving unlisted authorised representatives, as these could compromise	Noted. Out of scope.

			consumer safety and privacy, particularly for vulnerable individuals. To address this, CSPs should implement strict verification processes and require documentation before processing high-risk transactions. In cases where unlisted authorised representatives request transactions for deceased individuals, CSPs should consult relevant parties, such as the estate's executor or legal guardians. Decisions should prioritise the designated power of attorney. Without proper safeguards, these situations pose significant risks, so clear protocols must be established for verifying identity and legal standing.	This is the purpose of the CIA Determination.
78.	4.5	Konec (v)	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).	Noted. CIA Determination is for ACMA to amend.
79.	4.5.1	CMobile (v)	[Concerned about conflict with the Customer Identity Authentication Determination]: The definition of 'authorised representative' in the CIA Determination is someone listed by the customer on the account as having authority and whose personal information is listed on the account. This may not be the 'Authorised estate representative'. The CIA Determination applies to high-risk transactions which include adding a person as the authorised representative and the process is not drafted in a way so as to allow an 'Authorised estate representative' to deal with the account. On the current drafting, it appears that CSPs would be paralysed in the event of the death of a customer given the conflict. Perhaps it would be prudent to delay compliance with this section until such time as the conflict has been resolved. The death of an individual is a traumatic event. Their family members do not need to be stuck in a position where they cannot deal with a service because of a legislative and regulatory conflict that has effectively made it impossible for a CSP to manage the service without breaching either the TCP Code or the CIA Determination.	CA sought advice on these concerns from the ACMA. They advised: *The ACMA is of the current view that there is unlikely to be any conflict between drafting in chapter 4 of the TCP Code and the Determination. In the event of a customer's death, an 'authorised estate representative' under the TCP Code would likely meet the definition under section 12 of the Determination of an 'authorised representative' if that person is already listed on a customer's account or, as may be more likely, they are an 'unlisted authorised representative'. We do not anticipate that by complying with chapter 4 of the TCP Code, a telco would be non-compliant with the Determination or vice versa. In*

				relation to the review of the Determination, we will consider whether further clarity can be provided about the above matters to inform its variation. To tie off loose ends, CA has: • Updated the definition of Authorised Estate Representative to include 'unlisted authorised representative'; and • Included unlisted authorised representative in the definitions (referring to the CID Authentication Determination)
80.	4.5.1	Leaptel	We have concerns that the Code revisions may set requirements that may conflict with the existing standard. The 2022 determination mandates strong authentication before account access changes, whereas the draft Code proposes a broader range of acceptable evidence for estate representatives, including notifications from funeral homes or letters of administration. It is unclear how CSPs would reconcile these competing requirements as to follow the Code would put us in breach of the Determination. We believe it would be prudent to **delay finalizing this section of the Code until the ACMA review of the Determination is complete. The ad-hoc review process could then be utilized to update the Code.** Our primary concern is what constitutes acceptable verification for an "Authorised Estate Representative." Until the Determination is finalised, we cannot confidently implement this section of the Code.	Addressed. See response to CMobile above.
81.	4.5.1	OCCOM	We acknowledge the intent of Section 4.5 but note a potential conflict with the Telecommunications Service Provider (Customer Identity	Addressed. See response to CMobile above.

			Authentication) Determination 2022. We seek clarity on how clause 4.5.1 aligns with existing verification obligations. To prevent compliance risks, authentication requirements should align with ACMA's final determinations. Also note: We support the Authorised Estate Representative framework as a secure and clear approach to managing deceased customer accounts. Key benefits include: 1. **Enhanced Security & Compliance** – Requiring official documentation (e.g., death certificates) ensures only verified representatives can access accounts, reducing fraud risks and ensuring regulatory compliance. 2. **Reduced Customer Burden** – Unlike pre-nominated Authorised Representatives, estate representatives are determined through legal documentation, simplifying account management. 3. **Operational Considerations** – ISPs may face challenges verifying estate claims due to varying documentation requirements. We recommend: o Standardizing verification procedures across ISPs. o Clear ACMA guidance on acceptable proof of death and representation. o Aligning verification with existing identity authentication regulations.	
82.	4.1.8	More/ Tangerine	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. The current draft Code specifies 'new digital content' 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)?	This is not CA or telco-specific term/ requirement. We understand that the Human Rights commission is producing guidance on all these issues for all industry to assist them understand and comply with requirements, and refer interested parties to that. The deadline keeps moving (latest advice when PW check was Feb 2025) but it is imminent.

Chapter 5: Responsible selling – presale information and advertising

	Section	Entity (comment type)	Comment	Response
83.	All	Jortel	No concerns about new requirements. Drafting is clear.	N/A
84.	All	CMobile	No concerns. Drafting is clear.	N/A
85.	All	TIO	We continue to receive complaints from consumers who are impacted by mis-selling and unconscionable conduct in the sale of telco products and services. …it is critical that the Code provides robust and targeted protections that complement the more general protections contained in the *Australian Consumer Law*. Appropriate safeguards would give consumers affected by mis-selling easy access to appropriate remedies and provide the impetus for the industry to lift the standard of its practices. We acknowledge Communications Alliance's efforts to strengthen the current Code's requirements for pre-sale information given to consumers (in Chapter 5) and to provide safeguards against inappropriate sales practices (in Chapter 6). We welcome the re-drafted direct obligation for telcos to sell telecommunications goods and services responsibly in clause 6.1.1. We also support the intent of clauses 6.1.11, 6.1.12, and 6.1.14, which outline remedies telcos are required to provide consumers in instances of mis-selling, where a consumer relies on incorrect information from the telco, and where a consumer is affected by a vulnerability that affects their decision-making at the time of the sale. However, we are concerned that as currently drafted, Chapter 6 will not appropriately lift the minimum standard of telco behaviour in this vital area of consumer protection regulation. To address poor sales practices and mis-selling, the Code must contain clear obligations outlining the minimum standard of behaviour with which telcos must comply. The current drafting risks inconsistent interpretation across the telco sector and may hinder the ACMA's ability to take enforcement action. As noted in our feedback through the Review Committee process, we are concerned about the areas of the Code that rely on guidance notes	No actionable feedback. It is unclear which clauses are not clear or not specific. The code has to be able to apply to a wide range of CSPs offering a wide range of products. Prescriptive lists are not possible in this context. Guidance notes are used in regulation for clarity, just as they are here. Where specific clauses have been called out by TIO as problematic, with information about why and how it could be addressed in a practical way, we will look at those comments.

			where there should be clear, binding obligations on telcos. In general, if a provision requires a guidance note for its obligations to be understood, it should be re-drafted so it can stand on its own. Guidance notes should only be used sparingly, if at all.	
86.	All	BB (v)	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.	This is covered by the chpt 7 requirements around detrimental comms. it does not belong in chpt 5. SFOA covers terms of sale (not a CIS)
87.	5	IAA	Define fair use policy We note that 'fair use' has different meanings (such as in relation to copyright law) and thus to avoid any confusion, we recommend that 'fair use policy' is defined for the purposes of clause 5.1.9(g).	Noted. This is a commonly used term and widely understood. We do not think it needs to be specifically defined.

88.	5	OCCOM	we acknowledged this section as it strengthened rules promote transparency and prevent consumer exploitation. However, rule enforcement and monitoring remain key challenges. Smaller CSPs may face operational burdens in implementing cooling-off periods and incentive regulations. Adequate staff training and consumer education will be essential for smooth compliance. While these updates significantly improve responsible selling, ongoing oversight and support for CSPs will be critical to ensuring long-term success and consumer protection.	Noted. We are unsure what action is requested.
89.	5.1.1	TIO (v)	Clause 5.1.1 defines the offers for which CSPs must provide CISs. As currently drafted, paragraph (a) says a CIS must be made available for all offers for telecommunications services. Paragraph (b) says a CIS must be made available for all offers for 'telecommunications services where a bundled telecommunications good or additional service is included as a mandatory component of that offer'. This drafting is unclear, as on the face of it all offers covered by paragraph (b) would also be covered by paragraph (a). That is, all telecommunications services with bundled goods or services are also covered by the broader category of telecommunications services. It is not clear what offers are intended to be covered by paragraph (b) that are not already covered by paragraph (a). If the intent is for CISs for telecommunications services to be required to cover any telecommunications *goods* or *non-telecommunications services* that are bundled with the telecommunications service as a mandatory component of an offer, then paragraph (b) should be redrafted to clarify this. We sometimes deal with complaints about telecommunications-adjacent products some telcos offer as add-ons to telecommunications products. One example of this kind of product is the mobile handset replacement services offered by some larger telcos. Typically, these services will allow a consumer (for a monthly fee and subject to various conditions) to return their contracted mobile device before its minimum contract term has expired, and sign up for a new device repayment plan.	Noted. we do not understand the TIO's confusion. Telecommunications goods sold by any other retailer do not and will not require a CIS.

			In our experience, consumers can sometimes find these products confusing, and may benefit from CISs being provided for them. We are aware at least one major telco provides a CIS for this kind of product, but it is not clear that the Code requires this. Consumers could benefit from the Code being clear that CSPs are required to issue CISs for these kinds of products.	
90.	5.1	ACCAN	Want CIS for telecommunications goods (not just goods when bundled with a service). And for a CIS to be available for every special offer.	A CIS is a summary of current *offers*, designed to allow consumers to compare different **service** offerings, covering pricing, inclusions, etc – all related to service. It is NOT and never has been, a product brochure or technical specification sheet – that's produced by the manufacturer. What is the gap that ACCAN is seeking to fill here? Advertising and information is already covered under different requirements (within and outside of the Code); specific information (e.g. for disabled customers) is required under the Code, incl. order summaries and traditional receipts record what the customer's bought; and product information sheets or similar produced are produced by the manufacturer of the good (not the CSP). Additionally, goods can be bought from a range of retailers, which aren't covered by this code. It does not make sense to require that CSPs (the only entities covered by this Code) to provide a CIS for goods (handsets, cases, earphones etc).

				Re special offers: this would be very confusing and would result in thousands of CISs. There are clear protections for the consumer to ensure that they understand the special offer duration, etc.
91.	5.1	ACCAN	Want requirement for clear headings in the CIS to be re-included.	Noted. The CIS is very prescriptive and applies to a large range of CSPs offering very different services. It makes sense for those CSPs to work out how to present their CIS clearly.
92.	5.1	Leaptel (v)	While the requirements are clear, we have strong concerns about the increasing length of the Critical Information Summary (CIS) due to the inclusion of multiple new elements. The Code requires six new elements to be added, with some – such as the community language information, National Relay Service (NRS) details, and payment options – taking up significant space. Given these additions it is unlikely that the CIS will remain within two pages, a limit previously imposed to maintain consumer engagement. In our experience consumer interaction with the CIS was already low, and expanding its length may further reduce its effectiveness as a concise reference document. We question the necessity of including community language and NRS details in the CIS, as this information will now be required on contact pages under the Code, as well as on bills. This redundancy does not add value and instead risks undermining the CIS's core purpose of summarizing key service information in a digestible format. That said, the inclusion of payment information is a positive change, as it allows consumers to better compare offers and understand key differences between competing CSP products.	Acknowledged. The language inclusion was a non-negotiable.

			We have no concerns regarding the remaining additions in Chapters 5 and 6.	
93.	5.1.6	ACCAN (p)	Suggest redraft of (a) to include note.	adopted revised drafting
94.	5.1.5	Optus (d)	Suggested redraft for clarity, noting we are also proposing longer implementation timeframe but understand that we may have to work to 3 months: 5.1.5. Offers first made available by Suppliers prior to or within X months of Code commencement must comply with either the CIS requirements in this Code or the relevant CIS requirements of the TCP Code in force at the time that the plan was offered.	See comments against comments for section 2.1.4.
95.	5.1.7 (f) 5.1.8 (a) 5.1.9 (c)	Optus (d)	These are each slightly different, but there are some overlaps and the notes are potentially confusing? We think notes under each could provide the clarification needed. For example, 5.1.7 (f) is about "any costs payable" when a customer might terminate. We think the note should reference the various examples of costs that might be payable, including any device payments to be paid in full, any other charges owing, any fees. For 5.1.8 (a) – this is limited to any early termination fees (which would also be in scope for 5.1.7 (f) but must also be separately mentioned in the body, if they apply. Maybe we should add a Note with an example – "there is a $30 early termination fee if you cancel your contract before the agreed term". And 5.1.9 (c) has some overlap with 5.1.8 (f) but also includes 'impact on other services" so brings in any discounts that might be lost for other services/goods if one service is cancelled. The note under 5.1.9 could be amended to also include the impact on other services. Otherwise, as it reads now, CSPs could think that it is just a duplication of 5.1.7 (f).	Updates made to clarify /correct drafting

96.	5.1.7 (g)	Optus (d)	We agree with the use of "exclusions"; but prefer to delete "disclaimers" because disclaimers includes things like "terms for roaming, what destinations are included for international calls, details of our fair go policy" – these are generally understood to be disclaimers. Disclaimers are not usually in the upfront section of the CIS (as per the existing Code 4.2.2 (b) (iv). We believe it would be impractical to include all our standard disclaimers in the upfront section of the CIS – it would defeat the purpose of having that upfront separate section. Other option – if DC does not want to delete "disclaimers' is a note to clarify what type of disclaimers are needed to be included in the upfront section of the CIS.	Updates made for clarity.
97.	5.1.7	More/ Tangerine (v)	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). 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?	This clause does not ask the CSP to put in a $ cost. It asks for **information** about it. So as long as the customer is informed about this and can find out the costs, you'd be compliant.
98.	5.1.7 5.1.8	TIO (v)	We acknowledge the draft Code expands requirements for telcos to provide clear information to consumers about their products before sales occur. New clause 6.1.2(c) improves on the existing requirements in clause 4.5.1(b) by outlining key information that sales processes must explain to consumers. However, we are concerned some important pieces of information are still missing from the Code's requirements relating to pre-sale information for consumers. …CISs should contain information about any mandatory cancellation methods a telco requires its customers to use. We receive complaints from	We agree that information on cancellation must be clear and accessible. However, we do not think the CIS is the place. A consumer will be able to find this information by calling or doing a search of the CSP's website to find out how to cancel. Note that chpt 7 customer support requirements have also been strengthened to ensure a customer can easily communicate with their CSP.

			consumers who have difficulty cancelling their service because they were not aware of their telco's required method for requesting a cancellation. We acknowledge that the draft includes a requirement in clause 5.3.5(f) for telcos to make information about their cancellation methods publicly available. However, this information will only be useful to consumers if they know where to find it. Providing important information such as this in CISs and requiring telcos to explain it to consumers before making a sale will help ensure consumers are fully informed when making purchasing decisions.	
99.	5.1.8	Konec	(d). Suggest to include interpreter details only where CSP has targeted advertising in a language other than English, similar to 4.1.6. (d) & (e) Link to website should be acceptable for these requirements to reduce CIS size (include in Use of Links in CIS section).	Noted. This is a non-negotiable
100.	5.1.8 and 6.1.2 (c)	TIO	[in addition to requiring CSPs notify consumers of ALL changes] we would support information about CSP-initiated contract changes being given to consumers early in the sales process. We receive complaints from consumers who are surprised or unhappy to discover that their telco has changed the terms of their contract. Requiring CSPs to include in CISs (where applicable) an explanation that they may unilaterally alter the terms of a contract would promote better consumer understanding and may reduce complaints about these issues. A requirement for CSPs to explain the possibility of CSP-initiated contract changes to consumers before a sale takes place would also support better consumer understanding.	The customer is provided this information already (e.g. SFOA)
101.	5.1.8	ACCAN	want (c) to require all fee payment options to be in the CIS itself (not through a link). Available contact hours should also be available on the CIS. And a reference to the national debt helpline.	Noted. Customers 1st reaction would be to google for this information. Also: Options may change – e.g. new options might become available. A customer wanting to change payment

			CIS should not use links.	method needs the up-to-date information. Similar issue with contact hours. Re debt helpline, FH issues covered elsewhere. RE use of links, ACCAN's suggestion would result in consumers being given a very long document. They won't read it. It won't be useful. Additionally, this is not the purpose of a CIS. And not where a customer would look for any of this suggested information. It's supposed to be a summary
102.	5.1.8	Konec	(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).	refer to the rule at 8.10. Yes it applies to both. manual payment method is a defined term. We do not think it would add clarity to define payment method separately.
103.	5.1.9 (b)	More/ Tangerine (v)	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?	Customising the offer does not exempt the requirement to provide a CIS. Unless it is truly tailored for that customer when the definition of consumer may exclude them from the Code. Refer to definitions.
104.	5.1.9 (e)	CMobile (v)	…queries why this remains an obligation for plans with unlimited calls and SMS, as a significant majority of plans are these days. We are essentially being asked to include information that is useless to consumers. If they are receiving unlimited calls and SMS, CMobile queries what is being	The clause **does** exclude unlimited already.

			achieved by having to include this information in the CIS. CMobile suggests amending this obligation to those plans that do not have unlimited national calls and SMS included.	
105.	5.1.9 (h)	More/ Tangerine (v)	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?	'If applicable' to the *offer*, is already included at the start of this clause; you would not need to include a reference.
106.	5.1.9(d)	Vocus	If we are required to check the customer's remaining balance, this will require a technology build and will require a 6 month implementation at minimum.	Not accepted. Note that this is 'make available'. It does not *require* IT changes.
107.	5.2.1	ACCAN	Note should be elevated to a clause under 5.2.1	Agreed and actioned
108.	5.2.2	ACCAN	[Would like] more clarification with respect to what the principal message of an advertised offer should contain. ACCAN supports the Code including either a clause or definition of 'principal message' to ensure CSPs accurately represent their advertised offers. Suggest replacing the word 'captured' with 'included'. (f)(g) terms such as 'at no cost', 'no additional costs', 'gift', 'included' or equivalent should also be included in these provisions. This recommendation is brought from the TIO's findings in their May 2021 Systemic Investigation Report which identified advertising and point-of-sale information does not always cover key terms.	Noted.
109.	5.2.3	Telstra	In changing from negative to positive obligations, some of the meanings appear to have been inadvertently changed, resulting in rules that are not clear/don't make sense. There were no concerns raised about these requirements in the current code, so this appears to have been entirely accidental.	Issues discussed in detail and changes made to ensure requirements are clear. A headline representation has to reflect the offer fairly and accurately.

			5.2.3 When advertising an offer that is published or printed after the commencement date, a CSP must ensure (if applicable to the advertisement): … *5.2.3(a) when a periodic price is included it must be prominently displayed;* *5.2.3 (b) the minimum quantifiable price is included in the advertising when there is a periodic price included, and it is prominently displayed (but not necessarily as prominently as the periodic price);* *5.2.3 (c) agree with Optus' drafting and add the following:* *c) headline representations reflect the offer fairly and accurately by ensuring the following <u>are disclosed elsewhere in the advertising</u>:* *i) where price is included:* *a. any extra charges for the use of the telecommunications service are disclosed;* *b. any extra discounts or costs relating the offer are disclosed, including the periodic price and minimum quantifiable price; [4.1.2(f)]* *5.2.3(i) for mobile telecommunications services where there is a claim relating to network coverage, consumers are prompted to review the CSP's generally available network coverage;* *5.2.3(j) where the CSP is not the carrier and there is a claim relating to network coverage, information is provided about the underlying wholesale network provider for mobile network coverage; and* *5.2.4 for Small Online Advertising (meaning online strip, banner or tile Advertising or the equivalent) where the Supplier is unable to contain all the required details of the Offer, including Special Promotion end dates, the Supplier should provide the required details at any linked destination from that Small Online Advertising.* *[note – we need the small online advertising amendment for this provision to work as well otherwise we can't have high level special*	But agreed that the change from a negative to a positive obligation has affected intent.

			promotion advertising like we currently do in Digital e.g. roundels which say 'bonus watch' and then link through to the pdp] Further Optus response: • In 5.2.3(c)(iii) – it asks for exclusions and disclaimers to be "prominently displayed" which is defined as "conspicuously presented in clear font and in a prominent and visible position." Exclusions and disclaimers would normally sit at the bottom of an ad, so may not always be in a "prominent and visible position", so I think we should suggest removing "prominently" from this subparagraph i.e. change to read: "exclusions and disclaimers relevant to the headline ~~price~~ representations for the offer are ~~prominently~~ displayed" • In 5.2.3(h), we shouldn't need to display the cost of 1GB of data if the usage is: o Unlimited, or o Subject to shaping, or (rather than and) o No automatic additional charge will apply for exceeding the data allowance.	
110.	5.2.5	Telstra	Can we include a note here to help give more context to this clause? On its own, I don't think it's entirely clear whether information can be left off depending on the medium. E.g. it would be helpful to see a note which calls out if the advertising medium does not allow for required information to be clearly displayed, then it must be made available elsewhere. - 5.2.5 Consider advertising medium 5.2.5 A CSP must ensure their advertising content, as required above, is appropriate for the advertising medium. [4.1.3]	Drafting amendments made for clarity.
111.	5.2.5	Optus (d)	We share Telstra's concerns on this. We suggest reverting to the drafting in the 2019 Code which makes both implementation and compliance more straightforward.	Drafting amendments made for clarity without returning to 2019 wording as the ACMA advised in previous discussions that it was problematic.
112.	5.2.3	Telstra	Can we get clarity on and articulate in what circumstances a requirement is not applicable e.g. is something not applicable because it is not included in the advertising, or, is something not applicable because it is not relevant to the product being advertised, 5.2.3 When advertising an offer, a CSP must ensure (if applicable)	Drafting amendments made for clarity.

113.	5.2.3	Optus (d)	We suggest that the advertising needs to be limited to "retail, website, digital, billboards, eDMs, post" and explicitly excludes packaging or other marketing. Some of the redrafting has blurred distinctions and intentions and we are concerned that the current definition of advertising would capture more than is intended e.g. packaging and all marketing material. This seems inconsistent with how the Code is structured. We also strongly suggest reverting to 2019 drafting and adding a note added for small online advertising: "Note: For Small Online Advertising (meaning online strip, banner or tile Advertising or the equivalent) where the Supplier is unable to contain all the required details of the Offer, including Special Promotion end dates, the Supplier should provide the required details at any linked destination from that Small Online Advertising." 5.2.3 (c) suggested amendment: (c) headline representations reflect the offer fairly and accurately by ensuring the following are disclosed elsewhere in the advertising: [4.1.2(a)], [4.1.2(g)] Otherwise, we would need to include pricing, costs and MTC always in the headline which we do not believe is the intention. See also note in response to the Telstra comment above. Our rationale for adding "*automatic additional*" is that CSP's won't always be able to come up with a cost for 1GB. For example, there is no shaping and you're just out of data, but have the option to purchase a data top up where we don't add one automatically and charge a set price for it, then we also can't really come up with a cost for 1GB of data because the cost may depend on what sort of data top up a customer purchases. For example, if the customer can choose to buy a 2GB top up	Discussed in detail with changes made to drafting for clarity. See line 112

			for $5, they would be paying $2.50 for each additional GB, but if they chose the 10GB top up for $10, they only pay $1 per GB. Where we apply automatic tiering e.g. as soon as you go over your data allowance, we'll charge you $10/1GB extra used, then yes we should disclose that, but if we don't force customers to automatically pay for more data and it is up to them whether they buy a top up (they may just wait till usage resets) or what value of top up they buy, then we can't meaningfully disclose the cost of 1GB.	
114.	5.2.3(h)	Vocus	Clarify "advertising" as this could be very unwieldly as it relates to certain short forms of advertising.	Drafting amendments made.
115.	5.2.4	ACCAN	Need clarification as to whether the end date applies to the period the offer is available to sign up or the period to which the offer is applied to a consumer's telecommunications service or good.	slight wording change for clarity.
116.	5.3.3	ACCAN	request significantly more comprehensive drafting be added to clause 5.3.3. This clause only requires CSPs to offer up-to-date guidance material rather than effective or useful guidance material to support consumers with accessibility requirements to identify their telecommunications needs. Further, ACCAN considers CSPs will benefit from more specific guidance on what information and materials will help consumers with accessibility requirements. ACCAN considers CSPs should engage with disability advocates and representatives in determining what information will best support consumers with accessibility requirements.	Noted. There is comprehensive guidance already provided under 5.3.4. What is appropriate or relevant will differ widely depending on the CSP.
117.	5.3.3	ACCAN (v)	Where a *CSP* is supplying relevant goods, this must include information about the features of the telephone equipment that will suit different needs…. ACCAN considers that this should be replaced with 'telecommunications good' to ensure consistency.	Noted. Equipment is used because that's the term used in the referenced document.
118.	5.3.3	IAA	Clause 5.3.3 suggests that all telecommunications providers must supply goods and services that are specialised for consumers with disabilities. While we strongly support that all providers should not be discriminating against consumers with disability in accordance with the *Disability*	The requirement is for product information to be available for products *offered*.

			Discrimination Act 1992, we note that this is distinct from providing specialised relevant goods and services. We assume that the clause is intended to require providers to provide information about any goods or services that they supply that may be suitable for the needs of consumers with disabilities. We recommend amendment of, or clarification provided in relation to clause 5.3.3 to specify this clause does not require providers to supply goods or services that are specifically specialised for consumers with disabilities. In addition, we consider it would be more appropriate to require providers to provide information about or links to the resources identified under clause 5.3.4(a)-(c) in its guidance material about suitable goods or services.	we have included 'any' in the drafting to make it clearer. The drafting allows for links to be provided where applicable.
119.	5.2.5 c	ACCAN (v)	[Want a requirement that] a CSPs' estimate of consumer usage are accurate, fair and made in good faith.	Noted This is unnecessary; to 'assist consumers' implies that the CSP has, in good faith, included material that is helpful and accurate.
120.	5.3.5 f	ACCAN (v)	This note should be elevated and included in clause 5.3.5(f)(ii).	Noted These are examples. Including it in the clause adds no value (and indeed, possibly restricts the application of the clause)
121.	5.2.5 g	ACCAN (v)	If a consumer is provided with information surrounding the impact of non-payment or late payment, they should also be provided with information on the supports they are able to receive from their CSP.	Noted. This is covered by the FHS.
122.	5.2.5 (i)	ACCAN (v)	Want extras added: (iii) the international roaming capabilities of common telecommunications devices and how consumers may access this information; and (iv) any difficulties consumers may encounter with respect to international roaming'. Broadly, ACCAN would support more requirements on CSPs to provide information on international roaming.	Noted This is subject to the IMR Determination. Out of scope.

123.	5.2.5 k	ACCAN (v)	This should include a short disclaimer which notes that this may not reflect the consumer's actual experience.	The concept is covered in the definitions. We will pass this suggestion on to the AMTA group considering this.

Chapter 6: Responsible selling – sales, contracts and credit assessments

	Section	Entity (comment type)	Comment	Response
124.	6	ACCC	Easy cancellation rights should be included. Making contract cancellation processes needlessly difficult exacerbates all other consumer difficulties and is anti-competitive. Communications Alliance has previously responded to our concerns on this issue by referring to the *Telecommunications Service Provider (Customer Identity Authentication) Determination 2022* (the 'Authentication Determination'), arguing that this Determination does not allow for minimum-click cancellation. ….[requirement should be included to] requirements to ensure cancellation is as streamlined as possible, subject to meeting the Authentication Determination's requirements.	CA previously responded to the ACCC suggestion that there should be **one** click cancellation by referring to the CIA Determination. This is not possible. We note that the code includes requirements in relation to how to cancel. And agree that it should not be unduly onerous but suggest that, as this will be in the ACCC's new proposed unfair trading regulation, the detail be left to any guides that will accompany that instrument.
125.	6	ACCAN	Telecommunications debts are fundamentally credit and should have equivalent protections provided to consumers provided with credit under the National Credit Code. Telecommunications debts are able to facilitate financial hardship in the same way as other credit products and should have appropriate credit assessments in place to ensure consumers are protected. The disparity between the credit assessment requirements in the TCP Code and the requirements on other credit providers under *National Consumer Credit Protection Act 2009 (Cth)* (the National Credit Act) demonstrate the inability of this section of the TCP Code to provide for appropriate community safeguards. ACCAN would expect that credit assessment clauses in the TCP be modelled on the responsible lending obligations required of credit licensees under *the National Consumer Credit Act.*	Telcos are not providing credit as defined in the National Credit Code and therefore do not get access to the same level of information through credit checks. Comprehensive credit reporting, which involves more detailed sharing of customer credit repayment history and hardship arrangements, is restricted to accounts with entities that hold an Australian Credit Licence (ACL) issued by ASIC. **Table 1: Overview of credit reporting data types[18]** **Category** / **Examples** / **Access to** **Personal data** — Identifying information, employment — All credit providers **Negative data** — Defaults, bankruptcies, credit enquiries/ applications — All credit providers **Partial data** — Credit limit, account open and closed dates — Credit providers on a reciprocal basis **Comprehensive data** — Repayment history including late payments, financial hardship status — Credit licensees on a reciprocal basis

126.	6.1	ACCC (p)	The draft Code has introduced a number of protections around sales incentives since the May 2024 draft, with the intention of mitigating the harms associated with them. However, fundamental incentive issues remain that would be extremely difficult to eliminate. Mitigating provisions must work by creating countervailing incentives (e.g. creating an incentive not to engage in mis-selling that is stronger than the incentive to make a sale regardless of whether it is in consumers' interests). This is clearly the intended approach of cl 6.1.4, for example, which requires sales incentive structures to promote responsible selling. The issue with this approach is that a regulator or carriage service provider will find it extremely difficult to determine whether a particular incentive structure creates a net incentive to sell responsibly. Determining whether (for example) a 5% commission is outweighed by a bonus based on customer satisfaction scores would be very hard to assess, and likely turn on individual circumstances. This lack of clarity could create the risk of unintentional infringements and protracted litigation. We consider that even with mitigation measures in place, sales incentives create risks for customer outcomes because of the underlying incentive to sell more to customers.	Please see amended drafting and commentary in the TCP Code May 2025 cover letter.
127.	6.1	ACCC (v)	The specific drafting used in cl 6.1.4-7 suffers from a number of loopholes and interpretative difficulties. A sample of these include: • the negative consequences for beneficiaries of mis-selling (cl 6.1.5(a)(i)) are not required to outweigh the positive consequences for doing so. • the clear limitations or controls on the volume or value of sales that contribute to commissions (cl 6.1.5(a)(iii)) could be set at any level, and thus could be set at a level far beyond what any sales representative could sell. • the banning of practices that prioritise sales over vulnerable consumers' welfare (cl 6.1.5(b)(ii)) signals that sales can be prioritised over other consumers' welfare, as	Please see amended drafting and commentary in the TCP Code May 2025 cover letter.

			well as disincentivising sales representatives from assessing a consumer as vulnerable. In this way, the other protections for vulnerable consumers in the Code are weakened by the sales incentives, because sale representatives are incentivised to apply them narrowly.	
128.	6.1 – general remedies	TIO (v)	While it is important for telcos to offer a range of remedies to meet the needs of their consumers, the Code should provide a minimum set of prescribed remedies that *must* be offered to the consumer where mis-selling occurs. The Code as currently drafted provides too much discretion to telcos when offering remedies to consumers following mis-selling. This risks telcos only offering remedies that do not meet the needs of their customers, eroding trust and confidence and increasing the risk of complaints to the TIO. Clause 6.1.11 should prescribe set remedies telcos are obliged to offer (at a minimum) in identified cases of mis-selling. The required remedies could include those currently contained in the note underneath clause 6.1.11. Telcos should always be required to provide the option for consumers to cancel contracts without penalty and for them to return any associated devices and receive a refund.	Some drafting changes for clarity. However, as was advised in the PC draft provided to the RC, drafting at 6.1 was updated to reflect ACMA feedback that the options should not be prescribed, and should not be limited (by 'one or more of' wording) and should explicitly include reference to a refund as one of the options.
129.	6.1	ACCAN (v)	ACCAN does not consider that the following sections provide appropriate community safeguards for communications consumers due to several critical shortcomings. These shortcomings include: • Section 6.1 focuses on sales 'processes' rather than accountability which goes to the appropriate conduct of CSP representatives as is the case in the current TCP Code. • Clauses related to sales incentive structures and sales metrics not materially deterring irresponsible sales conduct nor promoting responsible sales.	No actionable input. It is unclear what is required. These issues are already covered; these provisions need to be read in the context of the rest of the Code. E.g • Culture and governance is already covered in chpt 3. This includes

			• Inappropriate monitoring and reviewing sales incentive structures which do not place substantive requirements on CSPs. • Remedies for irresponsible sales conduct not prioritising consumer outcomes. 6.1.1 The objective of responsible sales is to ensure that the incidences of consumers entering into unsuitable contracts are minimised. ACCAN acknowledges the updated clause 6.1.1 places a proactive obligation on CSPs to responsibly sell telecommunications goods and services. Providing clear information on the terms and conditions of the contract, as clause 6.1.2 requires, is important. However, in our view, ensuring the organisation has the right culture as well as systems to prevent or deter irresponsible sales cannot be understated. This is the case because, as the ACCC has previously submitted, the drivers of mis-selling 'include aggressive selling practices, sales incentives and commission-based remuneration schemes' 14 none of which can be addressed by the proposed sales process provision alone. Given the serious consumer harms that can occur due to mis-selling, the TCP Code should be much more explicit about a CSP's obligation to: • Ensure CSPs and their staff have a positive duty to deliver fair and reasonable outcomes according to each consumers' individual circumstances. • Ensure that CSPs and their sales staff adopt a responsible approach to selling that assists consumers in making informed purchasing decisions appropriate to their needs. • Ensure staff are aware of the harms caused by mis-selling, particularly consumers experiencing vulnerability.	monitoring code compliance (linking to provisions in chpt 6) • Clear information provision in chpt 5, 6. • Identifying and supporting consumer needs, 3.2.4

			• Monitor sales practices on an ongoing basis and act swiftly to correct irresponsible sales practices as they are identified. • Periodically review its sales processes and practices to ensure ongoing improvement and share the outcomes of these reviews with the ACMA and its sales staff. As per our comments on the drafting of clause 6.1.16, ACCAN would also recommend that this obligation be re-drafted to express the desired consumer outcomes associated with responsible selling.	
130.	6.1.1	Mate	Clause 6.1.1 of the Proposed Code states that a carriage service provider must sell telecommunications goods and services responsibly. There is not any commonly accepted or common law legal meaning of the word responsibly. The provision is of no practical or legal consequence. Clause 5.1.2 (a) requires promotion and sales of telecommunications goods and services in a fair and accurate manner. Other than the counter factual being unfair contractual terms within the meaning of the Australian Consumer Law, there is not any commonly accepted or common law legal meaning of the word fair. Any inaccurate promotion or sales would likely afoul of the provisions of misleading and deceptive conduct prohibited by the Australian Consumer Law. The remedies set out in cl 6.1.1 appear to attempt to deal with a field clearly covered entirely by the Australian Consumer Law. In the premises of the above, it is uncertain what purpose, value or meaning the above clauses purport to describe.	Acknowledged. This was a non-negotiable inclusion. The regulator asked for this to be included including specific examples relevant to the telco industry.
131.	6.1.14	Starlink	as currently drafted, there is no requirement for the vulnerable person to notify the provider of his or her vulnerability or to request a cancellation or refund within a reasonable period of time.	This does not require that the customer is refunded for services or goods already used. But it does require that no more

			This is particularly problematic for operators that sell equipment or have fixed-term service plans with service at a lower price for a specific term. If a vulnerable customer does not claim vulnerability for some months after the sale and is then entitled to receive a refund for equipment or terminate a service plan early without charge, the provider is at risk of having to provide service or equipment at a loss. In addition, there is an increased risk of fraud from consumers making a delayed false claim that their decision-making was impacted by vulnerability. Accordingly, section 6.1.14 should be redrafted and require any claim related to vulnerability to be made within a certain period of time. We believe requiring the claim to be made within 30 days of the sale would be reasonable.	charges can be accrued once the vulnerability is identified and the goods (if applicable) are returned. The issue of timeframe has been explored in depth with various stakeholders and it was not possible to put a timeframe in that would make sense in all situations.
132.	6.1.2 (c)	TIO (v)	To ensure clause 6.1.2(c) is effective in requiring CSPs to explain information to consumers, it should be redrafted so that it applies directly to a CSP's sales, rather than its sales processes. The drafting should also make clear that the information listed in clause 6.1.2(c) must be explained to consumers *before* the relevant sale takes place. The requirements in proposed clause 6.1.2(c) apply to CSPs' 'sales processes', but not explicitly to the sales themselves. This makes it unclear whether the requirement is to apply as a direct requirement to each individual sale or as a broader process requirement. Depending on how individual CSPs interpret the requirement, they may consider that having policies or processes in place to explain the information in clause 6.1.2(c) is sufficient to comply with the clause, even if that information has not been explained to a given consumer. It is also unclear from the drafting of the clause *when* CSPs are required to explain the information.	Accepted. Change made as suggested.
133.	6.1 6.2	RRRCC	The current draft of the TCP Code does not adequately address the consumer protection needs of RRR consumers, nor materially address the systemic drivers of historic and ongoing consumer harm in RRR areas	No actionable suggestion – unclear what the gaps are or where or how the drafting is 'vague and unclear'. And protections *have*

			…major concern of the RRRCC is the vague and ambiguous language in the current draft TCP Code, which weakens the enforceability of the TCP Code. Without clear and binding provisions, telecommunications providers will be able to continue engaging in harmful practices while technically remaining compliant. The 2024 Regional Telecommunications Review has made clear recommendations for improving the TCP Code, including: • Ensuring that commission-based sales incentives do not undermine the fair treatment of vulnerable consumers. • Strengthening protections specifically for RRR consumers and other vulnerable populations	been strengthened for vulnerable consumers.
134.	6.1.4	TIO (v)	The Code should contain requirements for CSPs to be more transparent about their sales commission structures. This includes requirements for sales agents to explicitly tell consumers when they will be paid commission for making a sale. We acknowledge the Drafting Committee's efforts to introduce provisions in clauses 6.1.4 to 6.1.7 that require telcos' sales incentives structures to promote responsible selling. We welcome the aim of requiring incentive structures to promote responsible selling and disincentivise inappropriate sales. The substantive requirements of the proposed rules about sales incentives require CSPs to include material disincentives to irresponsible selling practices, additional protections for consumers identified as vulnerable, and metrics that promote responsible selling when setting targets, evaluating performance and calculating rewards or commissions. The drafting appears to give CSPs significant discretion when determining what is required to comply with these requirements. Where further clarification is provided in subclauses, it is also broadly defined and, in some cases, unlikely to materially affect incentives for mis-selling.	Noted. This underestimates the complexity of commercial arrangements. There is no one incentive structure and it would not be helpful or useful for consumers. (Especially as every provider would be doing it) Re clawbacks and customer feedback scores – these provisions need to be read in the context of the whole code – and other related instruments. These provide other protections and cover remedies. That said, this section has been updated to strengthen protections and make requirements clearer.

			Clause 6.1.5(a)(i) refers to clawback of commissions as an example of a material disincentive to irresponsible selling. In our view, clawbacks are unlikely to materially affect the incentive for staff to engage in mis-selling. Depending on how a clawback program is structured, it may only deprive an agent of benefits of mis-selling (rather than appropriately addressing bad behaviour and preventing it from occurring in future), and would only apply where an agent who has made an inappropriate sale is caught. Without additional disincentives in place, there is a risk that agents who are prepared to make inappropriate sales would continue to consider poor selling practices are in their own personal interests. We also question whether customer feedback scores are relevant to incentives promoting responsible selling. In our experience, many consumers are unaware they have been subject to mis-selling at the time a sale occurs, and only realise the sale was inappropriate at a later time. Such consumers may feel highly satisfied with the agent who sold them the product at the time it was sold, which would be reflected in any relevant customer satisfaction scores. Some stakeholders have expressed support for a total ban on sales commissions. While this may be an effective measure, we cannot comment definitively about the potential impact of this change on telco employment and business practices. We consider CSPs should at least be required to be more transparent about their sales incentives structures as a minimum step in this area. The current proposed drafting is unlikely to be effective in reducing mis-selling.	
135.	6.1.4	ACCAN (v)	Clause 6.1.4 may not appropriately facilitate responsible sales due to the absence of a focus on consumer outcomes. This clause is not complemented by substantive drafting providing direction to CSPs on the nature and contents of responsible selling practices. This clause replicates the existing drafting limitations previously identified by ACCAN which requires CSPs to establish	See above responses. Note that sales incentives are not paid out instantaneously.

			processes or structures which do not generate or facilitate positive consumer outcomes. • Clawbacks of future commissions are unlikely to be an effective deterrent to irresponsible sales practices and may encourage irresponsible sales and staff turnover. Facing claw backs on commissions accrued due to irresponsible sales, CSP staff may choose to leave the employ of the CSP prior to claw backs taking effect but after irresponsible sales have occurred. • Sub-clauses (a)(ii) and (iii) do not specify how customer feedback and satisfaction must be incorporated, leaving considerable discretion to CSPs. For example, a CSP could include customer feedback as a component of their sales incentive structure, alongside traditional metrics like sales volume. However, if customer feedback is weighted significantly less than sales volume in rewarding the staff, then the sales incentive structure does not sufficiently deter or prevent staff from engaging in irresponsible sales.	
136.	6.1.5	ACCAN (v)	Clause 6.1.5 offers insufficient protections for consumers in vulnerable circumstances. The drafting assumes CSP staff are adequately trained, proactively identifying and appropriately supporting consumers in vulnerable circumstances. This is a false assumption that is not reflected in consumer feedback or input ACCAN has received from financial counsellors or various community legal centres. Subclause (b)(ii) is ambiguous and leaves too much discretion to CSPs on what factors they permit in designing sales incentive structures in relation to consumers in vulnerable circumstances. ACCAN has concerns that CSP staff may be disincentivised from identifying vulnerable consumers as this would materially impact on the commissions received by CSP staff.	This is incorrect. The protections are here. The clauses all need to be read in context of the whole code. Which requires training, incl in relation to vulnerable customers, at 3.2.4. However, drafting has been updated to make the link between training requirements and the chapters clearer, plus some other changes. See cover letter.

			6.1.5 (c) sets no minimum standard for what metrics CSPs are required to include, leaving it up to the discretion of the CSP, who may choose an inappropriate metric to encourage responsible selling practices. The absence of minimum metrics in this subclause will result in significant variations in customers' experience of sales practices and processes and compliance with it will not improve consumer outcomes.	
137.	6.1.5	Telstra	Suggest update the drafting of 6.1.5 to include language to clarify the focus of the clause to sales staff.	Actioned.
138.	6.1.5	ACCAN (v)	Section 6.1.5 (a)(i) is entirely retroactive and does not prevent irresponsible sales practices. It is silent about the negative consequences staff will face if they engage in irresponsible sales. As drafted, it continues to allow practices that prioritise sales volume or value over consumer welfare given that this practice is only prohibited for vulnerable consumers. These clauses do not sufficiently mitigate the risk of consumer harm.	The issue of application has been addressed. The code specifically talks of negative consequence, so that part of the comment is not understood.
139.	6.1.6	ACCAN (v)	ACCAN considers that this clause should be extended to include sales incentive structures and should specify which clauses of the Code should be annually reviewed. As it stands, the TCP Code contains little mention of specific sales practices due to the Code's focus on ensuring responsible sales through the establishment of processes and structures.	Wording corrected to 'sales incentive structures'
140.	6.1.7	ACCAN (v)	ACCAN agrees with the general proposition that any monitoring of sales practices must be conducted independently and by persons free of any conflict of interest. ACCAN has fundamental concerns about the ability of CSPs to ensure sales incentive structures do not influence sales practices leading to consumer harm. All CSP staff stand to directly or indirectly benefit from sales incentive structures that aim to drive profit for the company	Not actionable. There is a safety net above a safety net with CommCom and ACMA both able to assess monitoring after the CSP does it itself.
141.	6.1.8	BB (v)	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:	Noted.

			(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	This is not an accurate reflection of how all prepaid products are sold – the actual service can be selected after purchase.

			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 refenced to mis selling particularly where 6.1.13 and 5.3.5(k) apply.	
142.	6.1.8 (b) (iii)	Optus (d)	The term "cancellation notice" is not defined in the ACL and we are not sure what this therefore means?	Only applies to unsolicited sales
143.	6.1.9	ACCAN (v)	*6.1.9. Prior to taking initial payment, a CSP must provide the customer with information about at least two fee free payment methods. [new]* ACCAN would support the expansion of this drafting to remove ambiguity. Discussions about fee free manual payment methods should occur earlier in the sales process than "prior to initial payment" which is ambiguously drafted. ACCAN considers that the CSP must provide the customer with information about fee free payment methods (both manual and automatic payment methods) immediately after discussing the cost of the telecommunications good or service.	Noted. Not clear what the difference is. We think this is appropriately covered. (What does 'after discussing the cost' look like in all circumstances (online, in store, through a 3rd party)?)
144.	6.1.9	IAA	**Confirm compliance with clause 6.1.9 by way of compliance with other clauses** We note that the Revised TCP Code includes various provisions relating to providing information about 2 fee-free payment methods to consumers. For example, information about 2 fee free methods must be provided in the Critical Information Summary under clause 5.1.8(b) and in each bill under clause 5.4.7(n). In both cases of the CIS and bills, it is customary that these are provided prior to a consumer's payment. However, it is unclear whether providing this information by way of the CIS or on a bill issued prior to the payment is made is sufficient for the purposes of satisfying clause 6.1.9. We would consider that this is sufficient, and it would be unnecessarily burdensome for providers to have to additionally provide the same information.	The intention is to provide flexibility for the CSP to provide this to the consumer in a way that makes sense in the circumstances and sales channel, recognising that this may be in-person, online, etc.

			We therefore recommend that further clarification is provided under this clause to specify that providing information about 2 fee free payment methods prior to the initial payment such as in the body of the CIS or in a bill is sufficient.	
145.	6.1.10	IAA	**Confirmation of 'critical locations' as a defined term** We assume that 'critical locations' in clause 6.1.10 refers to the defined term and if so, should be italicised and linked in accordance with clause 1.1.	Corrected. Thank you.
146.	6.1.10	TIO (v)	[we] regularly receive complaints from consumers who say they received incorrect advice about the level of coverage available, or that their telco did not check the level of coverage available at their address before selling them a mobile service. …support the intent of new clause 6.1.10 (to give consumers access to coverage information during a sale), but are concerned it does not go far enough. It is not clear what the rationale is for limiting this clause to new residential customers. In our experience, consumers often discover their telco does not have good mobile coverage at their new home or place of business after moving. While a consumer will likely be aware of the level of coverage they can expect at their current home if they have an existing mobile service with their telco, this may not be the case if an existing customer wants to buy a service before moving. Similarly, an existing customer may only have fixed line services (and therefore no lived experience of their telco's mobile coverage). Small business consumers also have an interest in receiving accurate information about mobile coverage. To support the effective provision of coverage information to consumers, the clause should apply to all sales of mobile services (not just sales to new residential customers where the sale is 'assisted'). …	New clause included to cover digital sales - must prompt the consumer to check as part of that sale. Re business customers: • Many will come through the same channel as the residential consumer, so will receive this information by default. • Other channels designed specifically for business will also cater for large businesses outside of scope for this code. To make changes to those channels to require an extra prompt would add considerable cost without clear benefit given the prompt to check critical locations may not be meaningful for all businesses going through this channel. **Critically, this clause must not be read in isolation**: • the remedy at 6.1.13 provides for circumstances where coverage is not as expected and applies to <u>all</u> customers. • this is an EXTRA prompt to check coverage. There's requirements elsewhere to ensure information is available about coverage, including prompts as

			there should also be a requirement for CSPs to provide coverage information in a standardised format, to assist consumers when comparing telcos.	appropriate in advertising (5.2.3, various), standard info (5.3.5 & 5.3.6). It is not reasonable to expect a CSP to know whether a customer's address in the future has coverage. Other feedback in relation to coverage was provided in the RC marked up public consultation draft.
147.	6.1.10	ACCAN (v)	ACCAN considers that this drafting should be altered to reflect the importance of attaining quality telecommunications connectivity in areas that a consumer deems important. ACCAN considers that this clause should require a CSP to **provide** information on service availability at critical locations as identified by the consumer. ACCAN supports inclusion of a disclaimer that coverage maps may not be accurate or reliable. ACCAN considers that this clause should also be extended to apply current customers and small business customers.	See above response.
148.	6.1.11	Optus (d)	We are not suggesting a change is needed; but we note that remedies are often provided in bulk where a systemic issue has been identified and this makes individual tailoring difficult. We note that customers who receive a bulk remedy could still contact us for individual support – and expect that this would be compliant.	Noted. Solutions may be offered to a group of customers -so it would be expected that the solution in that case is tailored to the group of customers impacted. This still allows for further tailored responses should the customer contact the CSP after this.
149.	6.1.11	ACCAN	*(b)returning the customer to the position they were in prior to the sale; or [new]* ACCAN considers that 6.1.11 (b) should reflect the overarching goal of the remedy process rather than being an option for CSPs to consider when offering remedies to the consumer. ACCAN notes that as this option is one of the offers listed under this clause and included as a note, providers are not required to offer it. We recommend removing 'take reasonable steps to' from the	Noted. Some drafting amendments This wording balances feedback on the wording from ACCAN, ACCC, TIO, ACMA Re the change from clause to note: ACMA requested this drafting change so as not to limit options provided under this clause.

			drafting to ensure uniform application of this clause and recommends removing 'realistic' as a criteria in addition to clarifying that 'appropriate' means 'appropriate for the customer'. ACCAN considers that the current drafting makes remedies only available to customers reporting instances of irresponsible sales practices. The clause should clarify that any mis-selling that is identified by the customer or by the CSP (through its own monitoring processes) will be eligible for remedies. ACCAN expects that reporting avenues for instances of irresponsible sales conduct must be accessible, actively promoted and be made prominently available during customer interactions with CSP sales representatives. ACCAN notes that in the TCP Code May Draft, CSPs were required to offer at least one remedy to consumers and the list of remedies located in the note were included in a clause. It is a critical oversight that the options for remedy in this draft have been demoted to an accompanying note. ACCAN considers that CSPs should: • Be required to offer all remedies in the note in the form of a TCP Code clause. • Be required to agree to the customer's preferred remedy, not only take into account the customer's preferences. • Make publicly available the list of remedies which CSPs are required to offer customers who have experienced mis-selling. ACCAN has concerns that this note does not adequately restrict CSPs from penalising consumers for choosing one remedy over another as notes are not code clauses.	re penalising – this is an ACL requirement already. However, note that some drafting has been amended for clarity/ address feedback.
150.	6.1.12	ACCAN	ACCAN considers that 6.1.12 should be redrafted to include instances where a customer has relied on misleading and incomplete information in addition to inaccurate information provided by a CSP.	noted. Heading reflects content.

151.	6.1.13	TIO (v)	Proposed clause 6.1.13 is intended to address circumstances where a consumer has signed up for a mobile service and later discovers their telco's network does not provide coverage that meets their requirements… While we welcome the intent of this clause, it is unlikely to effectively address a significant cause of disputes between consumers and telcos, where a telco's mobile coverage does not meet a consumer's expectations. This is because: • The clause does not specify what it means for a telco's coverage to 'not meet the customer's coverage requirements'. By referring to clause 5.3.5(k) it appears that clause 6.1.13 applies where coverage does not match telco coverage maps, but this is unclear. • The Code does not address how a telco must treat situations where a consumer cancels their mobile service under clause 6.1.13, but the service is linked to a device contract. In our experience, this is often the most contentious issue in complaints where a mobile service's coverage does not meet a consumer's expectations. Most major telcos no longer charge service termination fees for cancelling mobile contracts. However, consumers will often have their mobile service linked to a device repayment contract with a minimum term of 24 or 36 months. Generally, where the consumer cancels the mobile service early, their telco will require them to pay out any remaining device charges directly as a lump sum. This may be unfair in circumstances where the consumer is only cancelling because the telco cannot provide coverage as agreed, at the locations where the consumer needs to use their service. Where a consumer cancels their mobile service because of a confirmed problem with the service, we think a fair approach	To address this point, drafting has been amended to 'experienced mobile coverage' rather than 'actual', and the link to 5.3.5 removed. Re return of handset, the identified harm is already addressed through the interaction between the requirements in this Code and the FHS: -where a consumer needs to cancel a service and this results in them needing to pay out a device immediately, and that presents a financial difficulty for that customer, the FHS provisions immediately kick in, meaning that the CSP is already obliged to work with the customer to agree on an arrangement to allow the customer to pay the handset off over time. This means the customer can use the handset on another network. - this is in addition to the new provisions in this code for those identified as vulnerable - we note also that CSPs may consider allowing a customer to return the handset on a case-by-case basis, allowing it to

			would be for the telco to allow the consumer to continue paying for a linked device under their originally agreed monthly payment schedule. The consumer would then be able to use their device with a different telco, while continuing to pay the original telco for the device according to their original device repayment schedule.	consider the circumstances, as well as the condition of the device. However, mandating an action is not the appropriate response – as it may lead to fraud.
152.	6.1.13	IAA	In general, we appreciate the attempt to ensure responsible selling practices within the telecommunications sector and the existence of appropriate remedies for consumers who are victims of irresponsible selling. However, we believe that clause 6.1.13 goes beyond what should be considered as reasonable practice when a mobile telecommunications service does not meet a consumer's coverage requirements. We note that other provisions, such as clauses 5.3.5(k) and 6.1.10 already provide consumer safeguards to ensure consumers are aware of the network coverage of the service contract they intend to enter, and the appropriateness of such coverage for their intended use. In addition, the blanket requirement to allow consumers to exit service contracts without incurring exit fees is extremely broad	Reviewed – partly resolved through amending the definition. The concept is a 'non-negotiable' and recognises that the coverage predictions may not be (cannot be) accurate.

			does not account for the various scenarios where this should not be considered reasonable. For example: • where consumers enter a mobile telecommunications service contract and then relocate part way through the contract; • where consumers were advised of the 'generally available network coverage' and/or chose to enter the service contract fully aware of the limitations of the service coverage for their intended use; or • where actual network coverage *temporarily* fails to meet the customer's coverage requirements such as in the event of a transient network outage. As such, we recommend that 6.1.13 is amended so that it is limited to: • when the actual network coverage of a mobile telecommunications service fails to meet the generally available network coverage that was advised at the time of entering the service contract; and • such failure occurring at least 3 consecutive times in any 3-month period, or another appropriate calculation as deemed necessary. Furthermore, there should be safe harbour provisions to ensure that providers who complied with all other relevant provisions relating to responsible selling are only required to enter good-faith negotiations with consumers.	
153.	6.1.13	Optus (d)	The cross reference in this clause (to 5.3.5 (k)) does not make sense? Clause 5.3.5 (k) relates to the CSPs obligation to have a coverage map/diagram. What is the remedy designed to address? Is it about providing the coverage map/reminder to check critical locations? Or is it	Accepted. wording in Code has been updated to 'experienced' mobile coverage.

			addressing the gap between indicated coverage (on the map) and the customer's experience? Also, and more fundamental, what is "*actual* mobile network coverage"? How will this be defined and measured? We note that the Code has a definition for "generally available network coverage" but this does not help with understanding what "actual mobile network coverage" would be? We strongly suggest this is amended to state "experienced mobile network coverage"? Our reasoning is that the gap that the remedy is designed to fix should be between the coverage indicated via the map vs the customers experience. "Actual coverage" is not something that can be objectively measured. And "customers coverage requirements" are likewise difficult to define or measure. Suggested amendments for 6.1.13: 6.1.13. Where a customer has purchased a mobile telecommunications service, and ~~actual~~ mobile network coverage experienced does not meet the customer's coverage requirements (~~see cl. 5.3.5(k~~), a CSP must allow the customer to exit their telecommunications service contract with no early exit fees. [new]	
154.	6.1.13	ACCAN	ACCAN supports the inclusion of this clause in the TCP Code and would suggest the following improvements to ensure that consumers can appropriately utilise this clause: • CSPs must actively make customers, especially customers living in regional, rural and remote areas, aware of their right to remedy under this clause during the sales process. • References to this clause should be made in the Critical Information Summary. • This clause should apply to mobile telecommunications goods in addition to mobile telecommunications services.	Noted.

155.	6.1.13	BB (v)	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.	Noted. (addressed in earlier discussions in code drafting about what's reasonable)
156.	6.1.13	BB (v)	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	Noted. Coverage maps updates are outside the scope of this Code. Carriers update maps not CSPs (to whom this code applies).

			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).	Discussions are underway within AMTA on coverage issues.
157.	6.1.14	BB (v)	Remedies for consumers in vulnerable circumstances 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).	Noted. These issues are appropriately dealt with by the suite of protections within the Code.

158.	6.1.14	ACCAN (v)	ACCAN supports the provision of remedies for customers in vulnerable circumstances. ….[but] remedies should [also] be available to customers who experience vulnerability after the purchase of the good or service. This is because vulnerability can arise, for example, from irresponsible sales practices which contribute to a consumer's vulnerability subsequent to the original transaction. Requirements for vulnerable consumers to produce proof of their vulnerability must be handled appropriately. Consumers should not have to be subject to rigorous and/or invasive questioning by CSPs with respect to the vulnerabilities they experienced at the time of sale. CSP staff should also note that some vulnerabilities are also clearly visible and do not require further confirmation. Further, CSPs should not require that customers undergo a lengthy process to demonstrate vulnerability under this clause. ACCAN also supports expanding remedies to customers under this clause akin to the remedies located in the 6.1.11. We note that these protections are critical to consumers experiencing vulnerability but may not have been subject to mis-selling. ACCAN notes that 6.1.14 only requires CSPs to allow the return of the telecommunications good, **or** cancellation of the purchased telecommunications service without charge. ACCAN considers that consumers should be able to return the telecommunications good **and** cancel the service in question without charge. …query the maximum time frame for which a customer can make use of clause 6.1.14 noting that consumers may be unaware of the particular vulnerabilities they experience at the time of sale and/or may be unaware of their ability to make use of clause 6.1.14. Additionally, ACCAN would support further clarification with respect to the returning of damaged goods or goods not fit for resale.	Minor amendment made to 6.1.14 to include 'and/or'. Raises privacy issues. Balance has been addressed carefully.

159.	6.1.4	IAA	**Balancing reasonable interests of providers and safeguards for consumers in relation to clause 6.1.14** … support providing consumers experiencing vulnerability with greater assistance. However, we note that 'vulnerability' as has been defined in the Revised TCP Code and generally used in the telecommunications sector, such as under the Financial Hardship Standard, is extremely broad, especially given the cost-of-living crisis in Australia. Indeed, it is very likely that most consumers could be determined to be experiencing or have experienced vulnerability in the last 12 months due to the breadth of circumstances that 'vulnerability' encompasses. As such, we consider clause 6.1.14 too broad in scope and does not appropriately balance the reasonable interests of providers in relation to the costs of providing goods and services, or the difficulties imposed on providers in trying to comply with this provision whilst also protecting its own interests to prevent consumers from inappropriately abusing this provision to receive refunds for simply changing their mind and without genuine experiences of vulnerability. We note that especially as this provision also relates to telecommunications goods, this provision goes beyond standard consumer guarantees under Australian Consumer Law. We understand that clauses 6.1.15 to 6.1.16 allow for providers to request and assess evidence of vulnerability to provide some protections for providers from consumers abusing their ability to return goods or cancel services without charge. We also appreciate that 6.1.14 has been limited to where the vulnerability had an adverse impact on the decision making of the consumer at the time of the purchase, however, we do not consider this sufficient and raises additional complexities for providers in having to address ancillary privacy concerns and also to ensure it is not succumbing to wrongful discrimination in the assessment of vulnerability.	We are sympathetic to the difficulties raised. However, this code applies to CSPs. We cannot put clauses in which require a specific action from customers.

			In addition, given the retrospective nature of clause 6.1.14, it may be difficult for consumers to provide evidence. Furthermore, consumers may justifiably not feel comfortable providing evidence in light of increasing privacy concerns. However, we reiterate the importance of ensuring consumer safeguards, particularly for those experiencing vulnerability and understand the complexity in trying to achieve an appropriate balance. We therefore recommend that clause 6.1.14 is amended to require consumers to enter good faith negotiations about the return of, or cancellation, without charge of a telecommunications good or service that was purchased while the consumer was affected by a vulnerability that impaired their decision-making.	
160.	6.1.15 6.1.6	ACCAN (v)	ACCAN appreciates that there must be flexibility as to what may constitute evidence of vulnerability as consumer vulnerabilities are diverse and varied. However, ACCAN would support a clause requiring CSPs to provide customers with a list of evidence types which may be considered suitable evidence of vulnerability. This list can include, but is not limited to, the examples given in the breakout box. Clause 6.1.16 is exclusive to cases of mis-selling, leaving consumers who have provided evidence under clauses 6.1.14 and 6.1.15 unprotected by the requirements under 6.1.16. CSPs should establish a process to assess vulnerability with respect to clause 6.1.14.	Noted. This will naturally be part of the CSP's process; making it more prescriptive does not appear to add any value. Indeed, it would likely make it more difficult for the customer.
161.	6.1.16	ACCAN (v)	ACCAN considers that organisational processes that staff must comply with to assess customer vulnerability and to manage sensitive data in cases of mis-selling are important. From a drafting perspective, ACCAN would prefer to see the obligation expressed in terms of desired consumer outcomes. For example, 6.1.16 could include processes that ensure the customer only deals with staff that are appropriately trained and authorised to assess customer vulnerability.	Noted. No actionable suggestions. This is all appropriately covered. It also appears to contradict ACCAN's comments elsewhere.

			ACCAN considers that CSPs must limit the number of staff accessing information on consumer vulnerabilities and only allow authorised staff to access the information. To strengthen privacy protections, ACCAN considers that information obtained to demonstrate consumer vulnerability must not be used for any other purpose. ACCAN considers that assessments must be timely and provide consumers with examples of evidence of vulnerability with which to discreeetly and easily present to their CSP. Also As this Code clause does not provide substantial requirements on CSPs, it does not align with clause 2.4.3	Wording reviewed to better align with 2.4.3.
162.	6.1.17	ACCAN (v)	due to the financial implications of providing mis-selling remedies, customers should be provided with remedies within 5 working days of the customer accepting the remedy. ACCAN considers that CSPs should make known to customers that they are required to provide a remedy within the determined working day period.	Noted.
163.	6.2	Leaptel (v)	The $150 threshold is not reasonable, the basis for this position is as follows: **a) Unclear rationale for the change during the drafting process.** The current $1,000 threshold was established to align telecommunication post-paid services with financial regulatory standards such as the National Consumer Protection (NCCP) Act of 2009, which sets $1,000 as a key financial threshold for responsible lending obligations. The justification for the $150 threshold appears to be based upon the Privacy (Credit Reporting) Code 2014, which allows unpaid debts of $150 or more to be listed as defaults after 60 days.	Please see cover letter.

			However, this alone is insufficient justification applying a mandatory pre-emptive credit check at such a low level. Australian consumers can purchase a myriad of product and services that risk being reported a credit debt without the requirement for a credit assessment/check.	
164.			**b) The telecommunications industry will be operating under a far more restrictive threshold than any other industry in Australia, and out of alignment with consumer protection norms in other countries.** Electricity, gas and water providers do not require mandatory credit checks, as their essential nature demands unrestricted access. If telecommunications are increasingly recognized as an essential service, it should follow the same principles of accessibility rather than introducing additional barriers for consumers. Settings the credit assessment and external credit check threshold at $1,000 strike a practicable balance between accessibility and consumer protection. It ensures that consumers can access telecommunication services while introducing reasonable safeguards for higher-value purchases. Unlike other utilities, telecommunications encompasses a wide range of products and pricing structures, making a measured threshold necessary. Lowering this threshold to $150 disrupts this balance, unnecessarily subjecting a vast number of essential consumer purchases to invasive credit checks. Furthermore, current Buy Now Pay Later (BNPL) reforms – a product widely used by financially vulnerable consumers – proposes less stringent credit assessment requirements than what is being introduced for telecommunications. For BNPL amounts up to $2,000, providers only need to conduct a negative credit	

			check and affordability assessment, a lower standard than the current $1,000 threshold for telecommunication services. It is therefore unclear why a $150 credit assessment/check threshold is being imposed on telecommunications given the limited financial risk associated with these products. Internationally, we have looked at New Zealand, the United Kingdom and Canada as comparable countries to Australia and found they have no similar credit assessment requirement in their consumer protection frameworks. All three countries all regulate credit assessment under general consumer protection laws without industry specific credit checks. Instead, they rely on broader financial regulations, such as Australia's NCCP Act, to provide appropriate consumer protection. This highlights that Australia is an outlier in requiring credit assessment for telecommunications at all. When the $1,000 threshold was aligned with the NCCP Act, it was at least consistent with broader financial regulations. However, drastically lowering it to $150 underscores the flaws of including credit assessments in the Code in the first place. If anything, the Code should be amended to remove credit assessment obligations altogether, instead reminding CSPs of their existing obligations under the NCCP Act. This would create consistency across industries rather than enforcing a redundant, industry-specific threshold. While we recognise that some stakeholders are advocating stricter standards this approach is neither justified nor aligned with broader consumer protection norms.	
165.			**c) The justifications that were provided in submissions do not stand up to scrutiny and reflect a very narrow group of sectional interests rather than the broader consumer interest.** Many of the arguments made by stakeholders in favor of stricter credit assessment requirements are overly broad, lack detailed evidence, or misinterpret the existing $1,000 threshold. Both	

			ACCAN and the TIO rely on general claims rather than substantive data to justify lowering the threshold to $150, failing to demonstrate the credit assessment failure is widespread of systematic issues in the industry. The TIO's own complaint data contradicts its argument that financial assessment issues are a major concern. In Q4 2022, only 22 financial assessment complaints were recorded out of 17,840 total complaints (0.12%) and by Q3 2023, that number had increased to just 64 complaints out of 17,777 (0.36%). These figures show that financial assessment complaints make up a fraction of a percent of all telecommunication complaints, demonstrating that this is not a widespread consumer issue. Despite this, the TIO argues for a significant regulatory change, failing to acknowledge that almost all telecommunication customers successfully access post-paid services without encountering issues relating to credit assessment. The number of financial assessment complaints received by the TIO remains low and does not indicate systemic industry issues. Despite this the TIO uses these complaints to justify lowering the credit check threshold. However, as a dispute resolution body, the TIO primarily refers complaints back to the CSPs for resolution, meaning it often lacks insight beyond the consumer's initial perception of an issue. A complaint categorized under financial assessment does not confirm a breach of the TCP Code. The TIO does not systematically verify complaints before reporting them, meaning a large proportion of these cases may not actually involve non-compliance. In many instances, the provider may have fully adhered to the Code, but the consumer misunderstood the credit assessment requirements under the Code, or they could even be complaints about failing a credit assessment entirely in line with the requirements of the Code. For all we know, the increasing number of complaints referring to financial assessment could	

			indicate better implementation of the Code by CSPs and the fallout of customer dissatisfaction at being unable to access services due to the requirements set out in the Code. Since the TIO does not track the specifics of individual complaints or their outcomes, its data does not provide a reliable foundation for policy change. Regulatory decisions should be based on verified compliance failures, not unverified consumer reports that may misrepresent industry practices. The case studies presented by the TIO do not support their claims either but instead seem to highlight a lack of understanding of the current Code. Case Study 1 in the TIO submission seems to be a relatively straightforward example that should have been captured under credit assessment requirements for existing customers. Case Study 2 if there was a contract involved that exceeded the threshold (as is suggested), it should have already required a credit assessment and external credit check, but the case study is too non-specific on this point to be totally confident in understanding the specifics. Based on the case studies provided we would suggest the issue relates more to implementation and enforcement of the existing Code, rather than requirements to change the Code. Given the provisions for stronger enforcement by ACMA that were recently announced, this should facilitate better outcomes for consumers without radically changing the credit assessment thresholds and requirements. Similarly, ACCAN's arguments for stronger credit assessment are largely anecdotal and drawn from financial counselors rather than direct consumer sentiment. ACCAN does not provide consistent data demonstrating that credit assessments are failing at a systematic level, nor does it conduct independent consumer surveys to gauge public sentiment on credit checks. Instead, it	

			relies on reports from its members without verifying whether these perspectives are reflective of broader consumer experiences. ACCAN's submission fails to acknowledge that most Australian consumers successfully manage post-paid services without financial hardship, and its arguments appear to assume that all consumers require great protection in the form of an invasive credit assessment and credit check process, rather than targeting interventions towards those genuinely at risk. The arguments presented by TIO and ACCAN for tightening the credit assessment process are either overly broad, anecdotal or suggest a lack of enforcement of the existing threshold. To justify such a significant change that would impact all consumers, clearer evidence of a systemic issue should be presented. **Unintended consequences of a low threshold** Lowering the credit check threshold to $150 carries significant unintended consequences, particularly for consumers who are financially responsible but lack an established credit history. Credit checks impact consumer credit files, potentially making it more difficult or expensive to access financial products, even for those who are not financially at risk. Consumers without a credit score, such as young adults and new migrants, may find themselves locked out of post-paid services despite being fully capable of meeting their financial obligations. This would force them to rely on prepaid options, which often come with higher costs and fewer consumer protections. If telecommunications are being treated as an essential service, it must be equally accessible, just as gas, electricity, and water providers are not required to conduct credit checks to ensure service access. Advocates cannot argue for enhanced consumer protections while simultaneously introducing barriers to access.	

			This change may also incentivise a shift away from post-paid services towards prepaid models, as CSPs seek to avoid the compliance burden of credit assessments. And… consumers unable to access post-paid services may turn to riskier credit alternatives such as BNPL services, payday loans, or other forms of high-cost credit to afford the upfront costs of pre-paid services. This would expose them to greater financial harm than a carefully managed post-paid plan, again undermining the very consumer protections these reforms aim to strengthen.	
166.			The impact of the change will mean a significant portion of new customers will require an invasive credit assessment / credit check process, and this will only grow with inflationary pressures on telco products over the course of the TCP term.	
167.			**Consumer views on the threshold necessity particularly around privacy risk**. Recent high-profile data breaches across multiple sectors, but including telecommunications, have heighted public awareness of privacy risks, reinforcing the need for data minimization principles in regulatory design. A $150 credit check requirement would significantly increase the amount of sensitive financial data collected by CSPs, exposing consumers to a greater risk of identify theft, fraud and misuse of personal information in the event of a data breach. This requirement ignores growing consumer expectations for stronger privacy protections and increases the regulatory burden on CSPs to store, protect, and process unnecessary financial data. Unlike financial institutions, telecommunications providers do not have access to comprehensive credit reporting and should not be required to collect invasive financial data for low-risk services.	

			As such, we believe the $150 threshold would be perceived as excessive and unnecessary by the average consumer, lacking credibility when viewed through a commonsense lens particularly given the invasive nature of the questions required by 6.2.2 (a).	
168.			**Inflationary pressures and the expanding scope of the requirement** Since the $1,000 threshold was set in 2018, inflation has devalued this amount in real-world terms by over 20%, meaning that if it was indexed it would now be close to $1,200-$1,300 in today's dollars. While telecommunications products and services have proved resilient to inflation, they are not immune, and inflation driven price rises have started to occur in the industry. The $150 threshold is not inflation-proof, and given how low it has been set it would not require even a significant inflationary event (such as that which occurred between 2021-23) for the threshold to inadvertently capture a growing number of low-value services, expanding the requirement far beyond its original intent. This means that even if the new threshold is introduced with the assumption that it applies to certain post-paid plans, future inflation will make it applicable to an increasingly broad range of telecommunications services, resulting in widespread consumer impact over time.	

169.			**Disproportionate compliance costs on smaller CSPs, reducing competition.** As a very small CSP in the industry, Leaptel is particularly sensitive to the burden of increasing compliance costs. Implementing widespread credit checks will fall disproportionately on smaller and challenger CSPs, which lack the purchasing power to secure bulk credit reporting services at the lower rates enjoyed by larger telcos. The regulatory cost will place independent and emerging CSPs at a competitive disadvantage, discouraging market entrants and reducing industry competition. Challenger CSPs are often responsible for driving improvements in customer service and affordability in the sector. If smaller providers are forced to absorb higher compliance costs, they will have fewer resources to invest in service quality and innovation, ultimately harming consumers by reinforcing the market dominance of larger incumbents. This is ultimately to the detriment of all consumers and not in the public interest.	Additional information provided by 2 other CSPs to DC members: Bureaus' pricing regimes are based on *volume, so credit check costs to smaller providers are at a higher rate,* *Once CSP said the rate they were paying was $1.50 per check vs $0.50 for the big 3;* *Another CSP advised that they were paying $3.80 per credit check.* **This cost is substantial**.
170.			**Existing consumer protections already address financial harm risks that this revised threshold seeks to address.** Existing consumer protections provided by both the *Telecommunications (Financial Hardship) Industry Standard 2024* (FHIS) the TIO and Australian Consumer Law already offer robust safeguards against financial harm, ensuring consumers have access to support, dispute resolution and fair contract protections. The FHIS mandates CSPs offer structural financial assistance, including payment plans, service modifications and bill deferrals for consumers on post-paid services. With its introduction consumers have much greater protection from having their telecommunication services suspended or disconnected for non-payment if they're experiencing financial hardship. Due to its	

			enforceability, CSPs are much more likely to forgive or defer debt incurred by consumers. The TIO provides a no-cost dispute resolution mechanism, so in the event that a consumer has entered into an arrangement beyond their capacity to pay for it, they have a accessible fallback option to support them. Due to the significant costs involved relative to the cost of telecommunication services, consumers are likely to have bills waived well above any $150 threshold. Given a direct resolution now costs $739 (ex gst), once staff costs are added to managing a TIO complaint, there is only a very narrow window between the $1,000 credit assessment threshold and where a CSP would accept its minimum cost for enforcing even a debt below that amount. Unlike financial credit products, telecommunication services are limited in their applicability. Most consumers would have a fixed-line internet service and then mobile phone plans for their needs. This limits the potential debt they can incur. While physical handsets are an increasing cost, these generally push above the $1,000 threshold as is. By contrast, financial credit allows consumers to access any product or service, hence the need for credit assessment / credit checks for these products. But even then as indicated, BNPL, the most ubiquitous form of financial credit for vulnerable consumers at present, has a low level form of credit assessment for amounts under $2,000.	
171.	6.2	Mate (v)	[$150 is much too low because] (a) The practical operation of chapter 9 of the TCP code means that any consumer that subscribers for a service of $75.00 per month or more on a month-to-month basis will fall within this provision as that consumer will accrue $150.00 or more of debt if they failed to pay the first month's service cost. (b) The average ARPU of a Telstra customer in FY24 was $82.41. This is broadly	

			indicative of the entire industry. (c) By reason of the practical operation above, the average consumer will be subjected to a credit check by a carriage service provider if they subscribe to an average type of service. (d) The impact of performing a credit check on almost every average consumer cannot be understated. Multiple credit enquiries (such as are typical of a value shopper acquiring services from different providers) can be interpreted by credit providers as a sign of financial stress. (e) The promulgation of such a provision will substantially hurt consumers and only seek to benefit credit enquiry providers (source). In the premises of the above, a more appropriate amount would be 1% of the average Australian income, which would be $1062.36 as at November 2024 according to the Australian Bureau of Statistics and this should be indexed annually. It is difficult to see where any evidence-based approach has been taken to determine the quantum for the minimum value for credit assessment.	
172.	6.2	Leaptel (v)	We are sceptical of the need for a threshold for small business customers at all. No stakeholder specifically mentioned small business customers in their submissions relating to credit assessment. There were no representation from small business advocacy groups, such as the Council of Small Business Australia (COSBA) or the Australian Small business and Family Enterprise Ombudsman (ASBFEO). If there were genuine concerns, we would expect these organisations to have provided submissions. Instead, the introduction of a credit requirement appears arbitrary and without industry consultation.	Acknowledged. There was a specific direction to include small business (as they fit within the definition of 'consumer' under this code). The threshold is higher to recognise the different risk.

173.	6.2	OCCOM	While intended to prevent over-indebtedness, these measures may have unintended consequences for financial inclusion and customer access to services. **(a) $150 for New Customers** – While protecting consumers from unaffordable commitments, this low threshold may restrict access for financially vulnerable individuals or those with no credit history, potentially driving them toward costlier credit alternatives. *Recommendation:* A slightly higher threshold may balance protection with accessibility. **(b) $2000 for Small Businesses** – Reasonable given the higher financial activity of businesses. However, newer businesses with limited credit access may struggle. *Recommendation:* Consider flexibility for startups or alternative verification methods. **(c) $1000 for Existing Customers** – Aligns with current practices but could frustrate long-term customers with good payment history. *Recommendation:* CSPs should assess payment history before requiring external checks to avoid unnecessary disruptions. Additional points: Broader Concerns & Recommendations: **Credit Access & Financial Inclusion** – Frequent credit checks can impact credit scores and limit future borrowing potential. **Balancing Protection & Accessibility** – Strict thresholds may push consumers toward predatory lending options. **Alternative Solutions** – Raising thresholds slightly or offering alternative payment plans (e.g., deposits or flexible repayment options) could enhance accessibility without increasing financial risk. While the intent of these measures is positive, adjustments are necessary to ensure responsible lending without creating unnecessary barriers to essential telecommunications services.	Acknowledged. See other responses. the code requires a check on the financial circumstances, with enough flexibility (e.g. under 'a business check') is flexible enough to do what makes sense for that specific application type – i.e. including for starts up. there is nothing to stop CSPs offering these options if they are within the debt threshold rules.
174.	6.2	Konec	Not applicable to our business	It is applicable if there's a risk of accruing more than the $x debt.

175.	6.2	Jortel (p)	Proposed threshold for credit checks for new customers ($150) is too low. Proposed threshold for business customers ($2000) is appropriate. Proposed threshold for existing customers ($1000) is appropriate.	Acknowledged. Adjustments proposed to some parts.
176.	6.2	IAA	We are extremely concerned about the requirement for providers to have to complete a credit assessment for consumers on what will essentially encompass the majority of telecommunications sales. The amounts specified under the Revised TCP Code, $150 for residential consumers and $2000 for business consumers, are extremely low and therefore impractical. The drafting of clause 6.2.1(a) and 6.2.5(a) means that $150 is not specific to the 'periodic price', but rather represents the amount that may be incurred by a residential consumer throughout the course of the entire contract (and equivalent for business consumers under clauses 6.2.3(a) and 6.2.9(a)). This essentially covers all telecommunications service contracts. In addition, the amounts are vague and does not address inflation, nor whether it includes GST. While we understand these requirements are intended to address instances of mis-selling within the industry, we are concerned that it is overly paternalistic and excessively invasive. We strongly believe this will frustrate consumers rather than provide any assurance or comfort about providers' selling practices, and further erode consumer-industry relations. Such a low figure may indeed drive poor behaviour, for example where incorrect information is provided by consumers in order to meet the test, or incorrectly recorded by providers in order to satisfy the test. Furthermore, we consider that consumers would be uncomfortable with providing the information required under clauses 6.2.2 or 6.2.6 for the purposes of undergoing the credit assessment. The note provided under clause 6.2.6(a) states providers are not required to request evidence is even more	Acknowledged. We have made some changes and are sympathetic to other points. We have flagged these concerns with the regulator. The drafting is intended to allow a conversation rather than expecting consumers to present bank statements or

			confusing and seems to contradict the requirement that providers consider the consumers' financial circumstances. In addition, the costs to be incurred by providers in relation to performing a credit assessment in accordance with clause 6.2.4 in relation to business consumers, as well as the requirement to complete an external credit check for both residential and business consumers is not insignificant, especially due to the low amounts specified which – to reiterate – will cover almost all sales. We therefore recommend that clauses 6.2.1(a) and 6.2.5(a) are amended so that providers only need to complete credit assessments for residential consumers for a contract that may result in a debt that would equal or be greater than $1000. Similarly, we recommend that the amounts specified in clauses 6.2.3(a) and 6.2.9(a) are amended to $10,000. In addition, we assume that there should be an 'or' placed at the end of each paragraph 6.2.10(a)(i) to (iii), and the providers are not required to undertake all of the activities listed under clause 6.2.10(a).	similar, which we agree consumers would object to and is not proportional. Acknowledged. We have made some changes and are sympathetic to other points. note: this is partly why the concept of pursuing the debt was introduced. Customers won't be able to accrue lots of debt, which protects them. And ensures the CSP is careful with its policies about how it manages consumer debt. There's commercial decisions about risk. See also the cover letter. This has been corrected.
177.	6.2	TIO (v)	We support the intent of the substantially expanded credit assessment obligations in section 6.2 [and also]… welcome the introduction of explicit credit assessment rules for the business customers covered by the Code, in clauses 6.2.3, 6.2.4, 6.2.9, and 6.2.10. However, …we are concerned that the drafting is not prescriptive enough to protect consumers from being sold products they cannot afford. We are particularly concerned the rules for existing customers are significantly less robust than those that apply to new customers.	Noted. As discussed previously, this would: -be a privacy invasion -encourage customers to lie about their circumstances in order to get what they want - infantilises all consumers. We think we have the balance right.

			In our view, the clauses relating to the matters CSPs must consider when making credit assessments should be redrafted to ensure they meet their purpose of protecting consumers from financial overcommitment. More broadly, the credit assessment rules should be redrafted for greater clarity, and to remove the unnecessary distinction between credit assessments for new and existing customers. Our June 2023 Submission outlined the harms that can result for vulnerable consumers when CSPs do not conduct meaningful credit assessments before selling consumers telco products. We continue to see scenarios where CSPs or their agents conduct inadequate credit assessments based largely on a consumer's payment history with the CSP. Our experience shows us assessments of this kind are often ineffective in protecting consumers from financial overcommitment.	
178.	6.2	Optus (d)	6.2.4 has "or" within (a) and "and" between (a) and (b) which makes sense. However, 6.2.10 is lacking the "or" within (a) and has nothing between (a) and (b). It is this an editorial error or is it on purpose? Can we please discuss further in DC. For 6.2.10, I think it probably should be "or" within (a) but suggest there should be an "and" between (a) and (b) – On review we think it should be "or" as it is an existing customer. In 6.2.10 We have taken another look and think it should actually be "or" between (a) and (b) because this is an existing customer	Same point as above. DC reviewed and agreed changes where appropriate in final draft – resolved.
179.	6.2	Optus (d)	We have provided proposed amendments as we have some concerns that we think can be fixed with tighter drafting (for what needs to be included in a credit assessment, for example). Suggested amendment to the note for when a debt is pursued: Note: the debt being pursued by the CSP ~~includes~~ means passing the debt to a collection agency and/or debt buyer, default listing of the debt in line with the Credit Reporting Code, ~~and~~ or taking	Drafting clarifications made. Note: FH has been removed for new customers because a CSP cannot use it for new customers -as by definition a new customer cannot be in financial hardship. FH indicators is useful for existing customers; as is 'tenure of customer' which DC agreed

			any legal action ~~that may be taken~~ to recover an unpaid debt. It does not include payment reminder communications to customers or restriction, suspension or disconnection of a telecommunications service for credit management reasons (including the sending of associated notices under Chapter 9). If a CSP has a policy to waive a debt rather than pursue it, this does not affect its obligations to sell responsibly under cl. 6.1and other legal and regulatory obligations. Suggested amendment to 6.2.2 : 6.2.2. A credit assessment under cl. 6.2.1 for new residential consumers must include: [updated 6.1.1(b)] (a) consideration of the consumer's financial circumstances, including: [updated 6.1.1(b)(i)] (i) employment status (e.g. part-time, full-time, casual, unemployed, self- employed, retired); and (ii) if employed, employment type (e.g. professional, student, hospitality, retail, construction); and (iii) one or more affordability indicators (e.g. income, age, time at current address, residential status, data held with credit file, ~~financial hardship indicators~~, general expenses, telecommunications expenses). This allows CSPs to rely on one or more of the listed examples or other indicators as appropriate to their customer base or a customer cohort. We strongly believe employment type is subset of the employment status. For affordability indicators, we think it's helpful to clarify that a CSP can adjust/choose depending on their customer base/cohorts.	to add as an affordability indicator for the existing customer credit assessment. Optus suggested drafting was reviewed, discussed and agreed drafting is reflected in the final draft of the code.

			QUESTION: can financial hardship indicators be relevant for new customers? Financial hardship, by definition, cannot apply to a new customer as they have no financial obligations to discharge. <u>Suggested amendment to 6.2.7:</u> 6.2.7. In addition to complying with clause <u>6.2.5 and</u> 6.2.6, where the contract may result in: a) a debt owed by the consumer equal or greater than $1000; and b) the debt being pursued by the CSP; and c) any previous external check was completed over 12 months prior NOTE On the above suggested amendment: I think we all understand the intention here but it is hard to interpret and implement. We have suggested drafting that is closer to that in 6.2.5 i.e. where a contract will result in a debt over $1000, that the CSP will pursue, or any previous external credit check was completed x months prior. Noting that we welcome input from consumer orgs on the $1000 threshold, we have made some suggestions to make it clearer when an external check is triggered as we had questions around what 'credit commitment' meant.	
180.	6.2	Amaysim (via Optus)	Amaysim have concerns with 6.2.5 in that it adversely effects Post paid plans that operate on a month to month basis i.e. month to month plan but customer pays in arrears. It also adversely effects post-paid plans where customers incur a debt for a long-term low-cost plan in the circa $300 range. Specifically, plans that run for 12 months for example, but where the customer pays for the plan in the first month of that plan (in arrears shortly after purchase) Proposed adjustment to the wording would be as follows:	Limited amended. Other concerns noted – but see other responses.

			6.2.5 A CSP must complete a credit assessment for current residential customers where a contract may result in: a) a debt owed by the consumer greater than $300; and b) a contract duration that is greater than 30 days; and c) The debt being pursued by the CSP Customers on low-value, long-term plans are not really at a risk where a credit check would be proportionate.	
181.	6.2	CMobile (p) (v)	[the external credit check requirement…at $150 (individual) and $2000 (SME) OR AT ALL for ST, no lock-in contracts) is *entirely* unreasonable. If you want smaller challenger brands to remain in the market, then any TCP Code changes should reflect an understanding of those businesses. …this is entirely unreasonable. This is a change that indicates a complete failure to take small business into consideration where there appears to be an expectation that we can absorb an increasing number of additional costs. We sell postpaid plans at the lower end of the market with no lock in contracts. External credit checks cost money. They are not free to businesses. Given how small our margins are, it could take us months to make back that external credit check cost which is untenable, which we may also never make back given our customers could leave at any time. We would therefore need to pass that cost onto consumers putting us at a disadvantage with the larger providers because they can afford to absorb these costs, and increasing the cost to consumers. By having the level so low and applying it to all postpaid services irrespective of there being no minimum term, the draft Code will directly impact competition in the market as smaller providers will have to pass the cost on to consumers.	

			Given the above, it follows that CMobile and small CSPs cannot afford to be carrying debt in our business. Over the years we have been operating, we have written off debt because we simply cannot afford to spend money chasing money we are unlikely to ever recover. We therefore manage this risk very carefully.	
182.	6.2	Superloop (v)	We recommend that Clause 6.2 exclude victim-survivors of domestic and family violence. Conducting a credit assessment may be particularly difficult, including where: • A perpetrator controls household finances • A perpetrator forces a debt to be accrued in the victim-survivor's name, and/or • A victim-survivor is transitioning into new employment and/or moving their residential location (or staying in temporary accommodation). We also believe this change is appropriate to better align with the forthcoming domestic and family violence industry standard.	We acknowledge these tensions. All vulnerable consumers may have problems with the credit check. Note that DFV is out of scope: The Standard will prevail over the TCP code.
183.	6.2	FNDIAG	We note that the draft Code includes a requirement for providers to make note of any financial hardship indicators in a customer's credit assessment file. While this is a good start, there may be language and cultural barriers between providers and First Nations consumers that may mean certain indicators of financial hardship and domestic/family violence may not be picked up on or considered. This risk could be mitigated by requiring providers to train their staff in recognising indicators of financial hardship and domestic/family violence in a variety of contexts, including among First Nations consumers, as well as increasing the recruitment of First Nations Australians to engage with First Nations consumers.	Noted but out of scope: These specifics are covered by the DFSV Standard and FH Standard. However, the proposed cultural awareness piece is intended to be covered by the all-staff training; and, in time, supplemented by more comprehensive FN Guidance. We have written to FNDIAG with proposed content guidance for the all-staff training review/input.
184.	6.2.1	Superloop (v)	The current phrase…"*where the contract may result in a debt owed by*…" requires further clarification. Regardless of the nature of the product's terms and conditions, there is always the possibility that a debt owed may be greater than $150, even if the minimum contracted financial commitment is less than $150.	no change to phrasing You have interpreted this correctly. It's about the possibility of accruing debt – which is the risk this clause is designed to address.

			To provide further clarity for CSPs, we recommend that the wording in Clause 6.2.1(a) be amended to: "*A CSP must complete a credit assessment for new residential consumers where the minimum contractual financial commitment is equal to or greater than…… ~~contract may result in~~:*"	
185.	6.2.1	BB (v)	Assessing creditworthiness: new residential consumers. This would apply to all customers, as $150 is likely to reached quickly in any non-payment situation, bearing in mind may 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.	Noted. This is non-actionable commentary.
186.	6.2.1	ACCAN (v)	notes that with respect to 6.2.1(b), regardless of a debt being pursued, credit assessments are essential to ensure adequate consumer protection. If a CSP does not complete a credit assessment as they have not chosen to pursue debts under (b), a consumer is still at risk of financial over-commitment, disconnection, accruing of debt (even if it is not paid out), and the default being listed against their credit score. These harms have an immediate and long-term impact on consumers.	Incorrect conclusion. A CSP can still send notifications that they haven't paid and ask them to pay. And go through the disconnection process. But it can't default them – as that's taking further action pursuing debt. (scale: payment management, credit management, debt management. Can do the first 2 but not the 3rd).
187.	6.2.1(a) 6.2.5(a)	Superloop (v)	We recommend that the credit assessment dollar threshold be amended to above $500 to provide a better balance between protecting consumers, creating a positive customer experience and the industry's commercial interests. The current $150 credit assessment threshold would unnecessarily apply to a significant proportion of customer transactions:	Noted. Threshold raised.

			• Purchasing a service with a > $150 monthly spend • The bundling of a nil initial cost modem with a broadband service • Bundling of two or more services, e.g. broadband and mobile • The purchase of multiple products for a family.	
188.	6.2.1(b) 6.2.5(b)	Superloop (v)	We recommend that internal collections activities be explicitly excluded from these clauses given that these activities typically follow on or overlap with the issuing of payment reminder communications and/or the issuing of suspension and disconnection notices.	no change Payment management and credit management (as defined in the code) are called out as not 'pursuing the debt' (e.g. see note 6.2.1(b).).
189.	6.2.5	Superloop (v)	We recommend that a minimum time period of at least six months be applied between credit assessments to ensure that a customer is not subject to multiple credit assessments in a short time period. In its current form, the Code may require a CSP to conduct two separate credit assessments in a matter of days or weeks where a customer makes two separate purchases where the minimum financial commitment is greater than $150 for each respective product.	We agree – and the drafting already required 6 monthly (see clause 6.2.7). We have updated to 12 monthly and flagged to ACMA.
190.	6.2.1 – 6.2.2	More/ Tangerine	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: • based on the total cart at checkout; • based on the total debt that a customer accumulates with us before we take credit management action • 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); • 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 • whether the customer's equipment fees will be included within the calculation. If it is not, it is then challenging to	It is all of these. It is intended to address the risk from the consumer's perspective – which is total debt accrued. It can be accrued through any of the ways you suggest. The increase in threshold that we have proposed based on feedback hopefully assists.

			deduct this at checkout and are accurately calculate the potential debt owed. • 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?	
191.	6.2.2	TIO (v)	The most robust of the proposed content requirements for credit assessments are those for new residential customers, in clause 6.2.2. Clause 6.2.2 requires a CSP to consider a consumer's employment status, employment type, and 'affordability indicators' in addition to completing an external credit check. The phrase 'affordability indicators' is not defined, but clause 6.2.2(a)(iii) provides several examples of 'affordability indicators', including the consumer's age, income, time at their current address, and general expenses. This gives CSPs broad discretion to determine what affordability indicators they will consider. At a minimum, it would appear to allow a CSP to consider only a single affordability indicator such as the consumer's age. This is unlikely to provide a robust picture of the consumer's financial circumstances and ability to afford a product.	noted. The protections are provided through all the protections read as a whole. Additionally, it is in a CSP's interest to reduce their risk to debt. It will therefore be careful about which affordability indicator(s) it chooses as appropriate to the product being sold.
192.	6.2.2 (a)	ACCAN	ACCAN has serious concerns with the note present underneath 6.2.2(a)(iii), which appears to allow the CSP to opt out of undertaking credit assessment if they determine that requesting evidence poses greater harm to consumers than the possible credit risk of a customer. The note is vaguely and opaquely drafted which may significantly inhibit its uniform implementation by CSPs. There may be some circumstances involving vulnerable consumers that could give rise to disproportionately high risks of collecting personal information. If this is the intent of the opt out, the drafting in the Code should explain the circumstances under	Noted. WE are confused by this comment as it appears to contradict ACCAN's position on other similar points.

			which this would be warranted and provide examples of why the risks would be disproportionately high. ACCAN has additional concerns with respect to this clause and credit assessments under 6.2.6: • A credit assessment based solely on a person's self-report plus payment history/credit report is not an appropriate credit assessment. • Requiring CSPs to "consider" the consumer's financial situation is not a stringent requirement which provides for appropriate safeguards in light of comparative obligations on credit providers in other sectors. • The clause gives CSPs the discretion to determine indicators of affordability, putting consumers at risk of financial harm, as a CSP may choose affordability indicators that favourably, not accurately, reflect the consumer's circumstances. • How the criteria of ''time at current address'' may be material to the conducting of a credit assessment. ACCAN considers that this may unreasonably discriminate against renters.	
193.	6.2.4 (a) and 6.2.10(a)	Telstra	Editing note - clause 6.2.4(a) and 6.2.10(a) are meant to be consistent in approach. Should we make the drafting consistent so there is no confusion – my suggestion would be to amend 6.2.10(a) to include the 'or' and the 'and' like it is in 6.2.4(a) for current business customers. The intent is that not all three of the listed checks would be required for all business types (you can't do a director check on a business without directors for example!), so there is flexibility to do what is appropriate for the type of business and in that sense these are alternatives.	Drafting amended for clarity.
194.	6.2.5	ACCAN (v)	ACCAN notes this title and 6.2.5 changes the terminology to 'residential customers' and supports redrafting to 'residential consumers' to ensure consistency.	The terminology here is correct. If they are a *current* customer, they are a current customer, not a general consumer…the title is accurate.

			Additionally, 6.2.5 should be amended to reflect a broader requirement to conduct credit assessments where a customer is increasing their current credit commitment with a CSP.	Customers would rightly be annoyed to be asked to complete a credit assessment for an increased spend of e.g. $1. ACCAN's suggestion is not proportional or in any way addressing any harm.
195.	6.2.6	TIO (v)	…concerned about the proposed requirements for a CSP's existing residential customers in clause 6.2.6. Unlike the requirements for credit assessments conducted for new residential customers, clause 6.2.6 lists the matters CSPs must consider as alternative options rather than as separate mandatory criteria. Credit assessments for new residential customers must consider their employment status *and* employment type *and* affordability indicators *and* an external credit check. On the other hand, for existing residential customers a credit assessment need only consider employment status *or* employment type *or* affordability indicators *or* their payment history with the CSP. Clause 6.2.7 requires an external credit check for an existing residential customer only when the customer seeks to increase their 'current credit commitment with their CSP' by more than $1000, and any previous external credit check for the customer occurred more than six months beforehand. The phrase 'current credit commitment' is not defined in the draft, but it appears to refer to a CSP's own internal credit limits for a customer, based on the products the customer currently has on contract with the CSP. In many cases, a consumer's exact 'current credit commitment' is likely to be known only to the CSP. This will make it more difficult for consumers and regulators to determine whether an external credit check is required by clause 6.2.7. The combined effect of proposed clauses 6.2.6 and 6.2.7 is that in many cases the minimum credit assessment required by the Code for an existing residential customer could be based only on that customer's payment history with the CSP. Alternatively, it could be	TIO seems to be calling out 3 things: a) that checks for existing consumers are less than for new consumers; b) make the definition of 'credit commitment' clearer'; c) that external credit checks should be run even where a credit check was already conducted in the last 6 months. In response to (a), correct. The risk with payment history is **substantially** different to risk with new customer. In response to (b), we have proposed more clear drafting at 6.2.7 and no longer use the term 'credit commitment'. In response to (c), there is **very** clear justification for different external credit checks in this scenario, and for the checks to be **longer** than 6 months apart to be relevant, based on evidence provided to CA at public consultation. This is because: • As already noted, the risk is substantially different for existing vs new customers.

			based solely on one piece of basic financial information about the consumer, such as their employment type. This largely preserves the current Code's position on credit assessments for a telco's existing customers, and is unlikely to effectively protect consumers from financial overcommitment. We know from our experience handling complaints that credit assessments based only on a customer's payment history often leave consumers vulnerable to financial overcommitment and mis-selling. … there is no clear justification for requiring substantially less robust credit assessments for a telco's existing customers than for its new ones. We acknowledge it may be reasonable for telcos not to complete a new external credit check for all new contracts current customers sign up for. For example, it may be reasonable to forego external credit checks where a current customer signs up for a product that represents a small additional cost compared to their current monthly charges. However, a blanket exemption from external credit checks where a customer has completed an external credit check in the last six months is not appropriate. A consumer's financial circumstances can change substantially in just a few months. To support consistency of approach between telcos, the requirements to consider 'affordability indicators' should prescribe the particular affordability indicators all credit assessments should consider. The unnecessary distinction between credit assessments conducted for new and existing customers should be removed. This will address the current industry practice of CSPs relying only on a customer's payment history, which is often inadequate to protect consumers. The circumstances where external credit checks are required should be clear in all cases, and not reliant on information likely to be known only to the CSP. The exemption from requirements to complete an external credit check if an existing customer has completed an external credit check in the last six months is inappropriate and should be removed.	• An external credit check cannot provide the information that the TIO and others appear to believe it can. Telcos operate in a negative credit environment **only have access to see that** **(i) a credit enquiry has been made and** **(ii) that a default has been lodged.** They cannot see: • how many other financial commitments they have, incl. whether a customer is active with another Telco, or • whether a customer has entered a financial hardship arrangement with a financial institution (as is the case for the banking industry), • anything else that would indicate that a customer can afford a product – other than that they haven't been defaulted. Additionally, there is a significant lag between a consumer starting to experience problems and this showing up as a default in their credit check. For e.g. lodgement of a Telco default can take up to six months once all the mandatory notices have been issued. This all means that a customer's negative credit check score will rarely change within 6 months. Requiring checks more often is not only meaningless, but can actually cause harm. As explained before: • numerous credit checks can damage a consumer's credit score

				• running checks costs. This will get passed on to consumers.
196.	6.2.7	ACCAN (v)	ACCAN notes that an increase in the customer's credit commitment with a CSP by more than $1,000 only results in a CSP undertaking a new external credit check as opposed to a credit assessment. This does not present a material requirement on CSPs to ascertain a customer's credit capacity. ACCAN considers that any increase in a customers' credit commitment with a CSP warrants the undertaking of a credit assessment and external credit check. Additionally, ACCAN recommends that 'current credit commitment' is defined in the TCP Code.	Incorrect – 6.2.6 still applies. we have proposed more clear drafting at 6.2.7 and no longer use the term 'credit commitment'
197.	6.2.8	Telstra	CRC 2024 Obligation Updates, Div 3 4(2), specifically notes: "- The individual's consent to the disclosure is not required (i.e. informing individuals that the credit provider is not required to obtain the individual's consent before undertaking a credit check on them);" This does not appear to reconcile this with a clause in the new TCP Code draft under 6.2.8 where it says **CSP must gain the consumers consent to request a new check. [new]** under the heading of ***Assessing creditworthiness: current residential customers***	Checked and accepted – removed in drafting as it is covered by the Privacy Credit Code requirements, which require the consumer be informed (not that consent is given).
198.	6.2.11	More/ Tangerine (v)	Are there any guidelines around the format and timeframes for providing the notice to customers? E.g. is a verbal notification suitable?	This is an existing requirement. Yes verbal notification should be fine (provided you record that that is what you did).
199.	6.2.11	ACCAN (v)	In instances of a declined credit assessment, ACCAN suggests that 6.2.11(b) be amended to: 'provide the consumer with information about alternate telecommunications goods and services that the CSP has determined will meet the consumer's needs and financial	No change. "Needs" captures their financial capability.

			capability in accordance with the outcome of the credit assessment'.	
200.	6.2.7	CMobile (v)	[the $1000 threshold] …does not reflect the current Code requirements as the current code limits credit checking to services with a minimum term greater than 1 month. CMobile does not agree that the removal of this limitation is reasonable. This is a significant change and CMobile is concerned that there has been a failure to understand the ramifications such a change could have on those smaller CSPs that sell plans on a no-lock in contract basis and have therefore not been subject to this obligation before.	Noted. This is intended to consider risk to the consumer (and CSP) in terms of potential debt commitment. Wording has been updated to clarify that it relates to the debt commitment
201.	6.2.7	TPG Telecom	Increase the value of $1000 to $2000 to align to a standard price for high-end mobile devices, while enabling access to lower cost devices. Extend the mandatory period between checks to 12 months (preferably 24 months) as a minimum. A customer's negative score will rarely change within 6 months; keeping in mind we do already go to a bureau if the customer is deemed a high risk from the assessment stage. - As we operate in a negative credit environment Telcos have access to only see that a credit enquiry has been made and that a default has been lodged, we cannot see if a customer is active with another Telco - Telcos cannot see that a customer has entered a financial hardship arrangement with a financial institution as is the case for the banking industry - Lodgement of a default can take up to six months once all the mandatory notices have been issued	Increase in value rejected Increased period for checks accepted. See cover letter.

			- Telcos cannot see that a customer has entered a financial arrangement with another Telco, enabling a customer to port out their service and acquire more debt with the new Telco	
202.	6.2.9	TIO (v)	The proposed carve-out exempting CSPs from the requirement to complete credit assessments where a debt resulting from a contract will not be pursued (in clauses 6.2.1(b), 6.2.3(b), 6.2.5(b), and 6.2.9(b)) should be removed. It is unclear when the proposed carve-outs for debts that will not be pursued by a CSP would apply, and the drafting note extracted above does not provide material clarification. First, as the text extracted above is a note, it is unclear whether it is intended to be a binding part of each relevant Code clause. Second, if it is accepted that this note is a binding part of each relevant clause, it only provides examples of debt being pursued by a CSP and does not clearly define when a debt is *not* being pursued. In any event, it appears the intent of the carve out is that CSPs would not be obliged to conduct credit assessments at all where (based on a CSP's own internal policy decisions), there is no possibility of credit management action external to the CSP (such as legal action or a default listing) taking place. This is inappropriate, as it does not fully reflect the risks posed to consumers by financial overcommitment. The risks to consumers from financial overcommitment are not limited to debts being pursued externally, through means other than the telco's own credit management processes. Where a consumer is financially overcommitted, there is also a risk that, having signed up for telco services that are more expensive than they can afford, they will feel pressured to pay for those services and forego other essential purchases as a result. This may particularly be the case when a CSP sends them credit management notices under Chapter 9 of the Code. The risks to	Credit assessments would still be required. Just not external checks. CSPs do have blanket policies to waive debt in certain circumstances (and obviously would not advertise this to consumers). But it also goes to the point of policies not allowing debt to ACCRUE beyond a specified threshold. Evidence of such policies could be provided to the ACMA on request, should there by need to investigate specific concerns. We think this reasonably addresses risk from a consumer's perspective – as the telco's policy means that the CSP won't ADD to their actual debt.

			an overcommitted consumer are further pronounced when they pay for their services by direct debit. In these circumstances, their telco may automatically deduct charges, leaving the consumer in financial hardship, even though they do not owe a debt to the CSP. The drafting note extracted above suggests the carve-out would operate to exempt a CSP from the requirement to complete a credit assessment where it 'has a policy to waive a debt rather than pursue it'. We think it is doubtful any CSP has a blanket policy to waive all debts owed by all its customers. We do acknowledge many CSPs may have internal policies to waive debts of or below a pre-defined amount, or debts owed by particular customer cohorts. These are legitimate business decisions for CSPs to make when considering the risks and benefits of debt collection. However, they are not an appropriate criterion for determining whether consumer protection regulation requires a CSP to complete a credit assessment. This is because the decision whether to pursue a debt is entirely at the discretion of the CSP, and the CSP is likely to be the only party that knows (at the time a sale takes place) whether it will pursue any resultant debts. Where a CSP determines (at the time of a sale) that it will not pursue any debts from a given contract, it is unlikely it will inform the consumer (or anyone else) of that fact. Further, such a decision would not preclude the CSP from changing its policy and pursuing any resultant debts at a later date. The result is that for any given sale, it is unlikely that a consumer, regulator or our office would be able to determine with any degree of certainty whether the credit assessment rules apply.	
203.	6.2.9	ACCAN	ACCAN notes that an increase in the customer's credit commitment with a CSP by more than $1,000 only results in a CSP	A credit assessment is required. We think ACCAN has misread this.

			undertaking a new external credit check not a credit assessment. ACCAN considers that credit checks alone are not sufficient to ascertain a customer's credit capacity and do not constitute a meaningful assessment of a customer's capacity to take on credit. Any increase in a customers' credit commitment with a CSP warrants the undertaking of a credit assessment, in line with our above recommendations regarding the undertaking of credit assessments.	
204.	6.2.13	ACCAN	[want to increase] the cooling off period of 10 working days to 15 working days in which the contract can be cancelled by the guarantor. In many cases this would still remain within the one-month billing period used by many customers. In accordance with cl 6.2.13, a CSP should explicitly make the guarantor aware of their ability to cancel the contract within the determined period of working days. ACCAN considers that guarantors are provided the CIS and SFOA for the contract they are guaranteeing.	Noted. This cooling off period is already generous. In most cases, the cooling-off period for a guarantor is **48 hours** from the time they sign the guarantee, particularly under the **National Consumer Credit Protection Act (NCCP Act)**, which covers consumer credit agreements. This period gives the guarantor a chance to reconsider their decision, seek independent legal advice, and ensure they fully understand the implications of the guarantee. However, the cooling-off period may not apply in all cases or might vary depending on the type of agreement, the specific terms, or the state or territory laws. For example, in some situations, a guarantor may not be able to rescind a guarantee if they have already received benefits from the loan or credit.
205.	6.2.17	ACCAN	Re b, describe the payment arrangements for the *customer* to pay the *security deposit* to the *CSP*, does this refer payment methods available to customers or payment frequencies?	Minor wording change for clarification.

206.	6.2.19	ACCAN	[request a] further clause which notes that security deposits should be repaid through the same payment method which the customer paid the security deposit. This would prohibit CSPs from offering repayments in other payment forms (for example, credit or gift cards).	Noted. This would prohibit a guarantee being repaid to a different method upon the customer's request or when the original is no longer available. It is not necessary to be that prescriptive.
207.	6.3.1(c)	Superloop	6.3.1c) – We recommend that there be further clarity regarding disclosing the carrier linked to the product being offered. For example, under a white label agreement, there may be at least two different carriers providing the service: • The underlying infrastructure provider, e.g. NBN; and • The carrier who has the commercial relationship with the CSP, and who may also provide carrier infrastructure, such as backhaul services, to the CSP. We recommend that the following wording be included in this clause: 6.3.1c) - "….*where the CSP is not the carrier, the name of the underlying primary carrier*".	Noted. No change. Carrier/CSP are both defined terms. Primary carrier is not. The CSP needs to decide which carrier it is appropriate for it to refer to.
208.	6.3.1	ACCAN	Change to 'telecommunications goods' (not equipment)	Noted. Equipment has a slightly broader meaning than 'telecommunications goods'.
209.	6.3.2 6.3.3	TIO (v)	…support requirement for order summaries. In principle, this should give consumers easy access to basic information particular to their individual contracts. The requirements relating to the content of 'order summaries' could be improved by including additional pieces of important information [being:] • name and ongoing cost of the relevant telco product (acknowledge is in CIS, but CIS often incl. more than one plan, so confusing) • (and…possibly the 'essential info' of a telco product)	Noted. CIS is already linked to order summary. Do not want duplication or too much info.
210.	6.3.4	TIO (v)	The draft no longer explicitly requires for CSPs to retain auditable records establishing that a consumer agreed to enter into a contract. The current Code contains such a requirement in clause 4.6.5(b), but the new clause 6.3.4 requires CSPs to retain only the consumer's order summary, the CIS for the telco product and the CSP's standard form of agreement, as well as 'records to enable	Noted. The requirement clearly says records must be retained **and specifies what they are in (b).**

			a customer to verify that the process for entering into the customer contract was undertaken in accordance with [Chapter 6 of the Code]'. In our view, a good-faith reading of a requirement to retain records to enable a consumer to verify that the process for entering into their contact was undertaken in accordance with Chapter 6 of the Code would include a requirement to retain records showing the consumer agreed to enter a contract. However, this is not explicitly clear from the text of clause 6.3.4. …[want telcos to] retain all contract information (including a copy of the physical written contract, call recording or webchat transcript where the consumer agreed to be bound by the contract), for a minimum period of the duration of the contact, plus 24 months. We maintain the Code should explicitly require CSPs to retain this information. Privacy risks posed by the retention of this information could be reduced by including an obligation for telcos to delete the information once the mandatory retention period expires.	
211.	6.3.5	ACCAN	ACCAN would support the introduction of a clause which requires that CSPs must ensure that consumers are aware that they are able to easily request a copy of these documents. Further, ACCAN supports the inclusion of 'at no charge' in subclauses (b) and (c).	Noted.

Chapter 7: Customer service and support

	Section	Entity (comment type)	Comment	Response
212.	7.1.1	ACCAN	The Code should specify that this information is made clearly publicly available on the landing page of a CSPs website.	Noted. Not all information can be on the front page. This is too much detail to require a front page.
213.	7.1.10	ACCAN	ACCAN would support the inclusion of a requirement in this clause that CSPs utilise the most appropriate delivery method to the circumstances of the customer. ACCAN would support the inclusion of a positive obligation on CSPs to offer customers a choice of the available delivery methods which a CSP offers. Additionally, ACCAN considers that the note is drafted in an ambiguous manner and would benefit from re-drafting to improve clarity.	Noted. It has to take account of the matters listed; has to be manageable and applicable to the business and disagree re the note's drafting.
214.	7.1.11	BB (v)	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	Noted. Incorrect assumptions and conclusions. As the note at 7.1.10 describes, there are other regulatory requirements that dictate specific methods. Additionally, there may be limitations relating to different message types. The Code does not suggest that SMS must be used.

			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.	
215.	7.1.11	ACCAN	X-reference error in note.	Thank you, corrected.
216.	7.1.2 – 7.1.4	NSWTA (v – extracts)	Welcomes the revised TCP's emphasis on digital inclusion and accessibility, which align closely with the NSW Digital Inclusion Strategy. Stricter requirements for responsible selling, enhanced accessibility via interpretation and translation services will foster and support stronger protections for vulnerable consumers. However, in relation to accessible customer service channels particularly for vulnerable consumers most at risk of digital exclusion, NSWTA does not believe the revised TCP goes far enough. Part 7 Customer Service and Support sets out the requirements for timely, easy and convenient consumer access to their Carriage Service Provider's (CSP) customer service and support channels. This includes either telephone support or live chat options to enable consumers to communicate in real, or near real, time (7.1.2 -7.1.3) or where a customer support channel has not previously included a telephone number, an alternative such as live chat with clear escalation pathways to enable a customer to speak to a real person if required (7.1.4). Traditional telephone support remains crucial, even in the digital era. NSWTA's experience in developing the Digital Inclusion Strategy identified that the shift away from in-person and telephone services disproportionately impacts people living in regional and remote areas with limited connectivity, as well as older individuals and others who may lack digital literacy or confidence. Additionally, live chat options require a functioning digital device, internet connectivity,	Noted. 7.1.4 requires that a CSP must have a mechanism to allow a customer to call them direct. This does not go quite as far as the NSWTA would wish, but strikes the balance between allowing competition to meet customer communication preferences and price with protections for vulnerable consumers.

			and the skills to initiate and navigate the system, which can be a barrier for some consumers seeking support from their CSP or depending on the nature of their support inquiry. NSWTA recommends further consideration of Part 7 in respect of appropriate and inclusive contact channels to better support equitable access to customer support regardless of their digital literacy or connectivity levels.	
217.	7.1.3	Starlink	Starlink has a ticketing system that all customers can utilise through our online customer portal and the Starlink app. This is primarily how we interact with customers. Starlink does not ordinarily make available a telephone number as a contact method for these types of routine inquiries. However, in accordance with the minimum accessibility requirements set out in section 8(h) of the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018* (Complaints Handling Standard), Starlink does make a telephone number available for customer complaint handling purposes. Given that all providers are required to comply with the Complaints Handling Standard, it is inconsistent with the purpose of sections 7.1.3-7.1.4 (which separately deal with providers who do, or do not, make telephone numbers available to customers) for any such listed number to be considered as a provider '*ordinarily making available a telephone number as a contact method for customers*'. The Draft TCP Code should therefore be amended to clarify that a provider is not '*ordinarily making available a telephone number as a contact method for customers*' by providing a telephone number for complaints handling or escalation purposes.	Drafting updated to include 'general' to match drafting in 7.1.2, to address this point.
218.	7.1.6	ACCAN (v)	**Customer Service – Clause 7.1.6** 7.1.6. Where a CSP has a case management process, it must ensure the process has been designed to prioritise customer outcomes. [new] Note: prioritising customer outcomes will depend on the issues being managed. For example, case management for customers affected by	Noted. We think ACCAN is supporting the drafting here (it is a little unclear).

			DFV would be different to that for a customer with a technical issue. It may include processes to avoid or minimise the need for a customer to constantly repeat details of their situation or problem and consider the compromise between repetition of the issue and wait time. ACCAN considers the drafting of clause 7.1.6 ambiguous and requires clearer drafting to specify what customer outcomes case management processes must prioritise. Additionally, 'case management process' is not defined in the TCP Code. The requirement in 7.1.6 should be preceded by an obligation for all CSPs to have a case management process. While case management processes differ by issue type, ACCAN supports the inclusion of overarching consumer outcomes for all case management processes such as: (a) consumers do not need to repeat details. Wherever possible, a single case manager should be allocated to each consumer for the entire case management process. (b) consumers correspond with the minimum practicable amount of staff members when engaging with a CSP's customer service. (c) consumers are frequently informed of the progress of their customer service query. (d) information provided to consumers by customer service staff is consistent and accurate. (e) consumers are notified of a clear and efficient process for escalating unresolved issues to a higher level of authority or the TIO. (f) consumers are offered an opportunity to provide meaningful feedback on the case management process, which is actively used by the CSP to improve service quality.	
219.	7.1.6	Vocus	Vocus feels this is very vague and needs clarity around what is meant by being 'designed to prioritise customer outcomes. The notebox is only partially helpful. It may be that a Guidance Note is needed.	Drafting amended for clarity.
220.	7.1.7	ACCAN	CSPs should be barred from charging customers fees for providing records kept.	Noted. It is not unreasonable to charge for some records and a CSP can judge this on a case-by-case basis. The clause ensures the charge is reasonable. This is

				in line with government's charging policy for records access.
221.	7.1.9	IAA	**Amend and provide clarification on clause 7.1.9** In general, we support the intention of clause 7.1.9 that exempts a provider from providing records which would jeopardise the safety of a consumer or end user experiencing DFV. However, we believe that the vague wording on this clause may cause some uncertainty as to what is reasonably expected of a provider, and when or how a provider would be aware of when providing records that may jeopardise the safety of a consumer or end user experiencing DFV. We therefore recommend that the clause is amended to the following: Clause 7.1.7(b) does not apply where the CSP reasonably believes or suspects that providing records may jeopardise the safety of a customer or end user experiencing DFV. We also expect that this clause may be amended, or further clarification will be required, to ensure harmonisation with the impending new industry standard on DFV.	Accepted. 7.1.9 has been deleted as this is dealt with in the new Standard.
222.	7.2	Jortel (p)	Drafting on detrimental change is appropriate as written.	N/A
223.	7.2.2 7.2.3	Konec	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'.	Noted. This is a commonly understood term.
224.	7.2.2 7.2.3	OCCOM	The current drafting of the Code, which requires CSPs to notify customers only of detrimental changes to their telecommunications service contracts, appears to be appropriate and aligned with the intent of consumer protection under the ACL. The primary risk to consumers lies in detrimental changes that may negatively impact their service, pricing, or contractual obligations. Requiring notification for all changes, including neutral or positive ones, may not lead to better consumer outcomes for several reasons: **Focus on Detrimental Changes:** The key consumer concern is adverse changes that may affect their service experience, costs, or rights. Positive changes do not pose a risk, and neutral changes have no impact, making mandatory notifications unnecessary in these cases.	Noted. Re guidance: Some guidance already exists through regulator action. We do not think CA could usefully and definitively provide further guidance.

			CSPs Already Promote Positive Changes: Telecommunications providers have a natural incentive to communicate beneficial changes to customers as part of their marketing strategy. They typically do this effectively, ensuring that customers are well informed about any advantages they will receive. **Avoiding Notification Fatigue:** Overloading consumers with notifications about every change could lead to desensitization, making them less likely to pay attention when an important detrimental change occurs. This "cry wolf effect" could ultimately undermine the intent of consumer protection. However, if there are concerns about subjectivity in determining whether a change is detrimental, clearer guidance on what constitutes a "detrimental" change could be beneficial.	
225.	7.2.2 7.2.3	CMobile (v)	[summary: drafting is appropriate as written] [it is] not appropriate to notify consumers of all changes given what has been referred to above as the 'cry wolf effect'. We would ask the drafters of the changes to ask themselves how often they read all the "Our terms have been updated" emails they personally receive. Consumers are being bombarded on a daily basis with email communications from different providers and it seems fair to say that a significant number of them go unread. Further, CSPs have to comply with the Australian Consumer Law. CMobile queries why the telecommunications industry should be subject to more stringent obligations than applies to providers in every other industry.	Noted.
226.	7.2.3	Konec	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'.	Noted.
227.	7.2.2 7.2.3	TIO (v)	[summary: customers should be notified of ALL changes] The requirement to notify consumers of changes to their contract should apply to all changes, rather than only to detrimental ones. This will remove the need for CSPs to make a subjective assessment of whether a change is detrimental to a consumer, noting that different consumers may	Noted The balance of the feedback confirms the DC's view that this is unnecessary and would not be useful for the customer.

			themselves consider the value of particular contract terms differently. We do not accept there is a substantial risk that consumers will disregard notification of positive or neutral changes. In our view it is more appropriate that consumers are notified of all changes so they can decide for themselves whether a change is concerning to them.	
228.	7.2.2	BB (v)	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.	This is in SFOA. Detrimental changes like this would be communicated.
229.	7.2.2	ACCAN (v)	ACCAN notes that a CSP may not be best placed to determine what change to a customers' telecommunications service contract is detrimental, neutral or positive due to the customers unique experience of their telecommunications good and/or service. ACCAN would query how often changes occur to service contracts to warrant the realisation of the 'cry wolf' effect described in the above question. Should CSPs communicate the changes made to service contracts effectively, which is in their best interest, consumers will be adequately informed of the changes to their service contracts and likely appreciate the information. Consumers should be adequately and appropriately informed of the changes being made to their service contracts as alterations made to the contract without the consumer being made aware of such changes is likely to contribute to customer dissatisfaction.	Noted. The balance of the feedback confirms the DC's view that this is unnecessary and would not be useful for the customer. The more the customer is sent, the less they will read.
230.	7.2.2	Optus (d)	We understand the rationale for 20 working days; but we note that some services have a minimum term of only 7 days (for example, some prepaid products) and 20 working days seems onerous for a service with such a short minimum term. For such services, we will give customers notice at least 7 days notice. <u>We suggest:</u> At least 20 Working Days; or if the service has a minimum term shorter than XX days, notice that is at least equal to the shorter minimum term	Accepted. Updated drafting in Code.
231.	7.2.3	BB (v)	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	Noted.

			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.	
232.	7.2.3	Optus (d)	Could we add exception for "third party supplier" to supplement "wholesale provider" because sometimes a third-party content provider will not give us sufficient notice.	Actioned.
233.	7.3.12	ACCAN	Timeframe should be shortened to 3 working days to support a customer making timely and effective decisions about their telecommunications service.	There is no decision point here for the customer. This is a notification only.
234.	7.3.15	ACCAN	Want an obligation on CSPs to make customers aware that they can request records regarding their transfers. This could be undertaken through the customers' telecommunication account webpage. Also want clause to mandate that transfer records be available at no cost.	Noted. also note DFV implications on requesting transfer records. Cost issue responded to already.
235.	7.3.4	ACCAN	Further clarification as to the nature of 'appropriate locations'. ACCAN notes this clause may have competition and consumer impacts and needs to be clarified.	This is based on face-to-face sales and is clearly understood by industry (for whom this code is written), with supporting case law and guidance.
236.	7.4.1	Mate	The provisions of cl 7.4.1 of the Proposed Code have been poorly drafted since promulgation and despite multiple amendments over the years, these issues have not been resolved. The primary problem is that on one interpretation, these provisions create new rights of termination for consumers in the event of an asset sale of business of a carriage service provider. It is not clear, at law how this could occur given that the TCP Code is not a statutory provision and cannot be implied into a contract at law.	Re the accusation that the matter has been ventilated on numerous occasions by Mr Moon, the DC has not received any input or correspondence from Mr Moon despite numerous opportunity throughout this process. Notwithstanding this, we have looked at Mr Moon's commentary which we

			The defects with the provisions of cl 7.4.1 have been a matter ventilated on numerous occasions by industry legal expert Peter Moon of Cooper Mills Lawyers over the past decade yet despite private and public protest, no changes have been made. Further, the provisions of chapter 9 of the TCP code have also been poorly drafted since their promulgation and despite multiple amendments over the years, these issues too have not been resolved. The defects at their highest and most charitable interpretation, appear to be inadvertent drafting errors, mean that an Australian carriage service provider cannot sell its customer base in an asset sale or perform a solvent re-organisation unless the buyer (or incoming purchaser) complies with cl 9.1.1 of the TCP Code being that it obtains the consent of every single customer. It is difficult to see that the proper purpose of these provisions as: a. It cannot be the case that the TCP code purports to reduce the value of personal property (being the choice in action of a customer contract) by reducing its ability to be assigned as to do so would be outside of the Commonwealth's power unless it also provided compensation. b. If the purpose of the provisions is to try and prevent improper and unlawful transfer to facilitate corporate phoenix behaviour as has been their only judicial consideration, then the appropriate provision for such remedy is in the service transfer consent provisions of the TCP code or in the Corporations Act 2001 (Cth). In the premises of the above, industry reasonably requires complete redrafting or removal of these clauses to provide clarity and precision.	found on his website (Will the next TCP Code destroy telco business value? - Telco Central) and have updated drafting to address the issues raised.
237.	7.4 7.5	Superloop (v)	We recommend that the following clauses be removed from the Code:	Noted.

			• 7.4.1(g)(ii), 7.4.2(a) – Customer's right to terminate a contract with nil fees upon the proposed sale of business or CSP reorganisation, and • 7.5.1(h)(ii), 7.5.2(a) - Customer's right to terminate a contract with nil fees upon the proposed transfer to another wholesale network provider. A number of business grade products, such as symmetrical broadband services, typically require a minimum contract term, e.g. 24 or 36 months. These contracts can result in committed revenue of over $20,000 for a CSP. Upon commencement of these contracts, CSPs also invest in infrastructure and a support model necessary to service these customers. The inclusion of these clauses: • Will significantly dilute the business value of CSPs, particularly where that value is derived from the revenue certainty that multi-year contracts provide • Creates uncertainty in the level of infrastructure and underlying customer support required by the gaining CSP to support the new customers being onboarded, and • Will discourage CSPs to provide a better customer experience through organisational changes to its business which are often designed to benefit customers. CSPs should retain the right to receive all entitled revenue for a minimum term contract in accordance with the terms and conditions of that contract.	Costs can be recuperated from customers. It says 'any notice period', which allows you to have a long notice period for customers for whom there's a committed revenue. also note that business grade products may be out of scope for the Code (see definitions).
238.	7.5	BB (v)	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.	noted. This would be general covered under T&Cs of the service.

239.	7.5	Superloop (v)	We recommend that the definition of '*wholesale network provider'* be included in the Code as there are multiple scenarios that may constitute a change to a wholesale network provider:
			• A CSP/carrier utilising a different international cable operator for international transit services
			• A CSP/carrier contracting with a different wholesaler of network backhaul services
			• A CSP contracting with a new white label provider, including Virtual ISP services
			• A CSP moving to another wholesale network provider/brand owned by the same company.
			
			We propose the following definition for inclusion in the Code:
			
			Wholesale network provider
			Means a Carrier who provides the underlying primary infrastructure for the provision of a carriage service. For example, a mobile telecommunications network provider, NBN…"
			
			Alternative recommendations
			Should clauses 7.4.1(g), 7.5.1(h) remain in the Code, we recommend alternative amendments to these clauses:
			
			• That these clauses only apply:
			  • Where the CSP reasonably believes that there will be a material change or impact to the provision of services provided to a customer
			  • For a customer with a committed remaining contract spend of less than $200
			  • For "*Corporate Reorganisations*" where customers are transferred to a different CSP owned by a different organisation.
				Drafting has been updated to 'carrier' to address concerns, removing the term.

240.	7.5.2	ACCAN	Want (b) to be 3 working days, not 5	Noted.

Chapter 8: Account support

	Section	Entity (comment type)	Comment	Response
241.	8.2.8	BB (v)	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.	Noted. Technical limitations. This is a maximum.
242.	8.2.9	ACCAN	should be 'residential customers' not consumers, to align with Code definitions	No change. A notice can only be sent to customers. Terminology is correct.
243.	8.2.10	ACCAN	Consumers should not receive notifications under 8.2.9 at the time of reaching 100% of their included value or data allowance. ACCAN notes that 8.2.10 should refer to 8.2.9, not 8.2.8.	This is a legacy provision that may still be relevant to a few services. To change it for a few services is not justified. But note that post 2020 it does not apply. Correction made, thank you.
244.	8.2.17 8.2.15	BB (v)	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.	Noted. The suggestion would serve no practical purpose. This relates to notifications only. If a customer has excess charges and it is because they didn't receive notification which allowed them to act to prevent those charges, this clause simply says that the CSP cannot be penalised for not providing that notification (when it couldn't do so). It does not stop the customer from seeking appropriate redress.

245.	8.2.15	ACCAN	CSPs should proactively engage with customers affected by force majeure events who may have incurred excess charges as a result of the delay of usage notifications and inform them of their rights under this Code. Should be: provide a remedy that is appropriate to the impact or cost experienced by the customer during the force majeure event.	Noted. See above response.
246.	8.3.1	TIO (v)	The Code should contain a universal requirement for telcos to issue itemised bills for *all* their products. The bills should be in a simple and easy-to-read format and issued before the relevant charges come due or are deducted. Broadly applicable requirements to issue bills are uncontroversial in other essential services industries such as the energy and water sectors. It remains unclear to us what the rationale is for excluding telecommunications consumers from similar protections. If the Code is to provide adequate safeguards for consumers, its billing requirements must be brought into line with other essential services industries. Consumers of telecommunications products are entitled to expect they will receive a clear, itemised record of how much they will be paying and what they will be paying for, well before they are required to pay the relevant charges. Given the proposed new requirements for all telcos to offer at least one manual payment method (which we support),12 consumers will also require access to bills to facilitate manual payments. …[the draft Code] appears to have expanded the circumstances in which telcos will be permitted not to issue bills. Under proposed clause 8.3.1, telcos will only be required to issue bills for 'post-paid variable charge telecommunications services'. Any service that notionally has a fixed charge each month will excluded from the requirement, and telcos will only be required to issue receipts for these services after a consumer has paid, if they do not provide bills for such services. We note that even where a telecommunications service has regular, fixed charges, there may on occasion be additional charges a consumer will need to pay for that service. For example, even if a consumer pays a fixed monthly	It is unclear what the gap is that the TIO is seeking to fill. Under the new provisions, a customer will receive: - a bill, for post-paid variable charge services - a bill or receipt for post-paid fixed charge services. - notification prior to payment for DD charges and must be able to get information about account charges and discounts (8.1.1) This means that a customer will always be clear upfront (before payment) about what they have to pay for post-paid: - if the amount varies, they receive a bill, which tells them exactly what the charges are - if the amount is the same each recharge period, the customer will know this, and this will be confirmed in a bill/receipt.

			charge for their service, they may incur additional charges for technicians' visits or international calls. We appreciate some telcos may have operational reasons to prefer billing arrangements where they do not need to issue traditional bills. … However, many consumers still want and rely on bills. We receive complaints from consumers who have difficulty accessing billing information about their telco services because they do not receive traditional bills. …consumers can have difficulty accessing billing information on a website or app where their internet is not working, or their provider's web platform is malfunctioning. Some consumers have difficulty accessing billing information online because they have low levels of digital literacy or do not have access to a smartphone. In this context, the requirements proposed in section 8.6 (requiring CSPs to make information available that allows consumers to verify charges), and clause 8.1.1 (requiring CSPs to make information about 'account support' publicly available) are likely insufficient to keep consumers readily and easily informed about their charges. Nor is the proposed requirement for direct debit reminder notifications in clause 8.11.2 a sufficient substitute for traditional bills. This is because the notifications are not required to contain an itemised list of charges. Where a telco chooses to include in their direct debit reminders only a link to more information on an online platform, it may also present accessibility problems for digitally excluded consumers.) From a complaint-handling perspective, we also observe that bills are a valuable point-in-time record of the amounts a telco has charged or will charge a consumer, and of what products charges are for. Where a consumer disputes charges, bills can help the consumer, their telco and our office determine whether the charges are correct.	For prepaid also, the customer knows what they are buying upfront. Either way, the customer will not be taken by surprise. Additionally, they will either have: - a DD arrangement for payment (so will receive notification prior to debit each time), or - will pay manually. In which case, they will clearly see costs due once again (which they will already know because they've received a bill for variable cost services, or the amount is set, for others – as explained above). In relation to itemised charges, a customer with a variable charge service will receive an itemised list. A customer with fixed charge services does not need an upfront itemised list, as it is irrelevant to the amount due (it's a fixed charge). So the only bill dispute that could exist here is whether the fixed amount is correct or not. If a customer on a fixed charge service wants to get an idea of their usage patterns, they can seek information both through account support and can find it on their device.

				It may not be possible to see a full itemised list for every call/feature used, as this capability may not be technically possible when a service has been set up as fixed price (unlimited calls etc), as it is irrelevant. To *require* that such information be available for every service would require significant investment in IT systems with NO consumer benefit.
247.	8.3.1	ACCAN	Re note: CSPs should still supply receipts for pre-paid services, including where the pre-paid service is automatically renewed or topped up.	Requirements are clear under the ACL, a business is not to legally required to provide a receipt for every transaction, but they must provide one if a customer requests it.
248.	8.4	AS (p)	CSPs should provide data to enable customers to assess their data usage and the appropriateness of their plan, for their circumstances. The Code should include requirements for CSPs to include on the bill historical data usage for the plan, for the lesser of: a period of 6 months, or the length that the plan's been active. Or adopt requirement from energy retailing where CSPs must conduct a 'better offer' check and include 'better offer' message on the bill in the same way as is required by pt4 of the Better Bills Guideline, under the national Energy Retail Rules.	Noted.
249.	8.4.3	ACCAN	ACCAN supports this requirement however would note that consumers should be provided with this information through their chosen method of communication with the CSP. Request further drafting be added to this clause regarding the options available to customers concerning the change. For example, would customers	Noted. This is already appropriately covered through other clauses. Options will vary. Code should not restrict options through prescriptive drafting.

			be able to maintain their existing bill media arrangements if a CSP seeks to change the bill media?	
250.	8.4.5	ACCAN	Request CA redraft this clause to ensure that where a customer is issued paper bills and has an identified vulnerability (or the CSP has information that they are experiencing a vulnerability), the CSP must automatically waive any charge for the paper bill.	Noted. Current drafting provides the protection required. Do not agree with drafting. Not all 'vulnerable' customers want a paper bill. And suggested drafting appears to preclude those that don't already receive one.
251.	8.4.5	GL	Very happy with new drafting that explicitly addresses the issue raised (fee-free paper bills for vulnerable consumers). Would now like the local Council to follow suit.	N/A
252.	8.4.7	Vocus	8.4.7(n) - As this relates to clause 8.10 which is a 6 month implementation - this needs to be changed from a 3 month - to a 6 month implementation at minimum.	New clause added to align info requirements for delayed clauses with the timeframe for those clauses
253.	8.4.7	ACCAN	ACCAN considers that this provision should be updated to: 'information about all the payment methods offered by the CSP, including information about at least two fee-free payment methods'.	Noted.
254.	8.6.4	Vocus	There is a significant amount of IT build to be able to comply to this clause and has impact on a multiple of systems. This needs to be 6 month implementation at minimum.	No change – This is 'make information available' so doesn't *require* system changes.
255.	8.6.4	More/ Tangerine (v)	• 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)? • 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? • Are there any specific requirements or limitations for notifying consumers about these changes?	The Code provides for flexibility in how it is delivered. Would not have to be through all channels. But you'd need to tell the customer where this information is available. Note that the Bill must contain info about applicable discounts or credits.
256.	8.7.1	Vocus	This is also linked to the 2 payment methods changes and has multiple tech changes. This also needs a 6 month implementation at minimum.	Added to 2.1.4
257.	8.7.1	More/ Tangerine (v)	• 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 it10 clear working days (so 12 working days minimum)?	Acknowledged. We note that the ACMA does not define this to any detail in its

				instruments and refer CSPs to legal advice/guidelines on this matter.
258.	8.7.3	ACCAN	Suggest an accompanying note clarifying customer service purposes as inserted at 8.3.2 (c).	Accepted.
259.	8.8.5	ACCAN	[suggest requirement for] more flexibility for consumers to choose the medium through which they may receive account records	Noted.
260.	8.10	JH (p)	(Payment methods) Supports changes/additions	N/A
261.	8.10.1 8.10.2	TIO (v)	…drafting of clause 8.10.2 could be strengthened to clarify providers must offer a free manual payment method for *all* their telco products. Under the current drafting, there may possibly be some scope for a CSP to argue it complies with clause 8.10.2 because it offers a manual fee-free payment method for some of its plans but not others. This would not be consistent with the intent of the clause. Clause 8.10.2 could be strengthened further by prescribing particular manual payment methods all telcos must offer their consumers, such as Centrepay (for those consumers who use and request it). To support good accessibility of payment methods for all consumers, CSPs could be required to offer a range of methods including Bpay and payment at a post office (noting many elderly consumers feel more comfortable paying this way).	We have updated the wording of the sub-heading to 'account support' to make it clearer that manual payment options are for all plans. These are commercial decisions for each CSP. And would unreasonably impact smaller CSPs.
262.	8.10.1 8.10.2	More/ Tangerine (v)	We need confirmation on whether the two fee free payment method are required to be offered: • at checkout; • at checkout and for ongoing bill payments; or • only for ongoing bill payments?	The customer must be informed of their payment options at all these places.
263.	8.10.1 8.10.2	More/ Tangerine	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?	Acknowledged. Fee-free payment options must be available to all and must include a manual option.

264.	8.10	Maxotech (v)	Currently, we offer direct debit payments as the only option for our customers, covering all associated costs without charging any transaction fees. As a small company, introducing additional payment methods, such as direct deposit or BPAY, would significantly increase our administrative workload, requiring daily follow-ups on payments. Unfortunately, we are not in a position to hire additional staff to manage this. Currently, we offer direct debit payments as the only option for our customers, covering all associated costs without charging any transaction fees. As a small company, introducing additional payment methods, such as direct deposit or BPAY, would significantly increase our administrative workload, requiring daily follow-ups on payments. Unfortunately, we are not in a position to hire additional staff to manage this. We would like to outline several significant challenges the new proposed requirements present for us. **Challenges with Manual Payments:** Operational Burden & Cost – Manual payment processing requires daily monitoring of bank accounts to identify payments, reconcile them, and apply them to customer accounts within 48 hours. Given our current operational structure, this would necessitate hiring additional staff solely for this purpose, which is not cost-effective. The cost of hiring an extra person to handle manual payment processing depends on several factors, including salary, overhead costs, and employment type (full-time, part-time, or outsourced). Here's a rough breakdown: *Salary Estimate (Australia)* Entry-level Accounts/Payments Officer: $55,000 - $65,000 per year Mid-level Finance/Admin Staff: $65,000 - $80,000 per year Casual/Part-time Staff: $30 - $40 per hour *Additional Costs* Superannuation (10.5%): $5,775 - $8,400 per year Payroll Tax (varies by state): ~5% of salary if applicable	Acknowledged and agreed. The regulator has clearly indicated this is non-negotiable. Details provided to ACMA directly (with permission) to assist with costing exercise.

			Workplace Costs: Training, office space, software, equipment (~$5,000 - $10,000 one-time or annual cost) *Total Estimated Cost Per Year* Full-time employee: ~$70,000 - $100,000 Part-time/casual (20 hours/week): ~$35,000 - $50,000 As a small entity with approximately 350 customers this is not affordable. **Customer Payment Behaviour** A substantial portion of our customers already struggle to make payments on time*. This leads to ongoing follow-ups via multiple channels (calls, emails, SMS, and customer portal tickets), which requires significant resources. Many customers do not respond promptly, making collections a time-consuming process. If we give customers, the option to decide when to pay they will most definitely have the excuse that they forgot or they do not have any funds available. * Main reason for customers struggling to make payments is 'Insufficient Funds'. The customers are on direct debit payment, but the payments are rejected/unsuccessful. If we had to rely on payments being made direct transfer to our bank account, customers will forget to do it, that is why a direct debit on the same date every month works the best. Customers know this and they can plan their finances around this date. (This is separate to customers in financial hardship with payment plans.) Note: just to get hold of any customer and to get a reaction to a text of email and get some kind of understanding of when payment will be made takes a couple of weeks. **Financial Risk** Our business model requires us to pay our upstream providers regardless of whether we receive payments from our customers. However, we are not permitted to suspend services immediately when payments are overdue, as we must first exhaust multiple contact attempts. This increases our financial exposure and limits our ability to mitigate bad debt.	

			To maintain compliance while ensuring financial and operational sustainability, we propose to keep the requirement to two fee-free options, such as Direct Debit and Automated Credit Card Payments, and allow businesses to choose if they can afford to add any additional payment methods. Currently using Ezidebit as a payment system we cover all transaction fees, totalling approximately $800 per month, ensuring automated reconciliation without unnecessary manual labour. We believe this would achieve the intended goal of ensuring accessible payment methods while mitigating unnecessary costs and financial risks. Comparison to Hiring a Full-Time Employee (~$70,000 - $100,000/year) ✅ Automated reconciliation is significantly cheaper than hiring a full-time staff member ✅ Eliminates human error and reduces manual labour ✅ Faster processing, ensuring compliance with the 48-hour requirement customers and service providers alike.	
265.	8.10.1 8.10.2	Konec (v)	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	Yes it would (b) is clearly covered by the definition of manual payment method.
266.	8.10.1 8.10.2	Starlink	As a global operator, Starlink's systems have been set up to accept payments using direct debits, on the basis that this is a near-universally convenient and legally compliant payment method, as well as being a relatively low-fraud risk compared to other payment methods. The new requirements under the Draft TCP Code, however, which require a provider to offer at least two payment methods (one of which must be manual), will require Starlink to devote significant resources and develop features, processes and functionality to comply with a requirement which is not replicated in any of the other 120+ markets where Starlink is currently licensed, increasing Starlink's costs of providing services to the Australian market. The imposition of a manual payment requirement is inconsistent with the payment methods guidance from the Australian Competition and Consumer	Acknowledged. The regulator has clearly indicated this is non-negotiable.

			Commission (ACCC). Under this guidance, Australian businesses are legally entitled to choose which payment types they accept or not. Nor is it even clear how making manual payment methods available to consumers will help consumers compared to direct debits. Customers…. may still have insufficient funds …or otherwise forget about their bill and miss a payment. Further, the FHS already imposes requirements….to forgive or spread out payments from customers claiming a FH. The Draft TCP Code contains several other new provisions which specifically address the perceived risks of harm associated with direct debit payments, including: • new section 8.7.1(b), requiring providers to give customers at least 10 working days after issuing a bill, prior to attempting a direct debit; • new section 8.10.3, requiring a provider which offers direct debit payments to (at no charge) offer customers flexibility with their payments, including in relation to recurring payment dates and frequency, and temporarily deferring a payment without penalty; • new section 8.11.2, requiring providers to give direct debit customers notice of a recurring payment at least three working days before the recurring payment date; and • new section 8.11.3, requiring a provider to give notice to a customer in the case of a failed direct debit (and give that customer at least three working days prior to attempting another direct debit for the amount). These new proposed measures are in addition to the direct debit requirements and obligations set out in the current TCP Code. In light of these other requirements and the inconsistency of a manual payment obligation under the ACCC's guidance, the manual payment requirement set forth sections 8.10.1 and 8.10.2 of the Draft TCP Code should be removed. Subsequent amendments to sections 5.1.8(b), 6.1.9 and 8.4.7(n) will also be necessary, as a result.	

267.	8.10.2	CMobile	While CMobile does not charge any fees on any payment methods, we do query why CSPs should be forced to provide *two* fee free options. Margins in the telecommunications industry are small. The only way to avoid payment gateway fees is to offer bank transfers which still comes with the cost of paying someone within our business to allocate the payment to the customer's account. CMobile queries why the telecommunications industry should effectively be prevented from passing on payment fees given we ourselves have no choice but to pay them and no ability to negotiate them.	Acknowledged. The regulator has clearly indicated this is non-negotiable.
268.	8.10.3	Mate (v)	The Proposed Code proposes mandates under cl. 8.10.3 the ability for customers to change their recurring billing dates. In relation to this, we submit that: a. There is no evidence that there is any demand for this from customers. b. We are aware of medium sized carriage service provider who offers the option to bill for services on a daily or weekly basis and they have had limited success with this offering. No other carriage service providers have followed suit for good reason: the market has spoken with little or no demand for this type of product. c. This provision will create confusion for customers who will inevitably face one or more instances of pro-rata adjustments of their fixed monthly service fee as they transition between billing dates. d. Even when calculated in perfect arithmetic precision, pro-rata adjustments are likely to cause bill-shock for some customers: a mischief which the regulator has pushed to eradicate over the past decade.	The clause does not mandate that a customer must be able to choose a recurring billing date. It requires that a CSP provide flexibility to the customer about their direct billing date, which may be done in one of 3 ways: choosing recurring date, choosing payment frequency OR temporarily deferring a payment without penalty (which we note is already a requirement for FH customers). The regulator has clearly indicated that flexibility in this regard is non-negotiable.
269.	8.10.3	Superloop	We recommend that there be a clearer distinction, and where appropriate, exclusions, regarding the applicability of pre-paid and post-paid products. *Clause 8.10.3, Direct debit payment options* We **recommend that pre-paid products be excluded from clause 8.10.3.** The inherent design of pre-paid products is that a customer pays in advance for a set time period, e.g. 30 days. The three direct debit payment options are inconsistent with and/or create significant complexity in the provision of pre-paid products: • **Choose a recurring payment date** – By choosing a specific date, customers will receive a different number of days of access in each month. CSP's may have no choice but to create an alternative pricing construct,	Re distinction between pre- and post-paid products, the inherent nature of prepaid means it is compliant – customer chooses when to buy, when to top up, etc. ACMA's FAQs of FHS may be of assistance on how to manage these rules.

			such as per day charging, to accommodate the difference in the number of days in each month. • **Choosing a payment frequency** – It is expected that the customer will get confused as to the number of days of access they have remaining based on changes to the payment frequency. The customer may assume, for example, that they will always have 30 days of access irrespective of the payment frequency. Supporting customers who make regular changes to their payment frequency will create significant operational complexity and risk, both manually through call centres and via customer registry systems. • **Temporarily defer a payment** – Notwithstanding a CSP's obligations to support customers in financial hardship, deferring a payment on a pre-paid product will result in the product becoming a de-facto post-paid product. A customer may defer their payments every month, resulting in the product becoming a post-paid product for a proportion of every month. We recommend that limits be applied to the number of payment deferrals that a customer may request. For example, a maximum of 3 payment deferrals every six months. This will limit customers requesting payment deferrals for every invoice they receive. We also recommend further clarity and linkages to the *Telecommunications (Financial Hardship) Industry Standard 2024.* We recommend the following wording be included within Clause 8.10.3(c): "…*temporarily defer a payment without penalty up to a maximum of 3 deferrals in a six month period. Where a customer seeks additional payment deferrals, CSPs must apply Section 14 and Section 15 of the Telecommunications (Financial Hardship) Industry Standard 2024.*" **Post paid products** – The option for customers to choose a recurring payment date or payment frequency will create significant operational complexity elevating the potential for billing/payment errors for customers, particularly where those customers regularly change from one direct debit option to the other.	Also, the regulator has clearly indicated that the requirement covers all on the basis that auto-renew prepaid presents the same risk to consumers in terms of managing their payments as postpaid (fixed cost). re exclusions: acknowledged. The regulator has clearly indicated this is non-negotiable. re limits to number of times, we acknowledge this point. However, the FHS does not limit this. Thus the reference to the FHS in the breakout box.

270.	8.10.3	More/ Tangerine (v)	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 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? How does a customer requesting to temporarily defer a payment interact with obligations under the Financial Hardship Standard?	Repeated deferment may need to be treated as FH by the CSP. There is nothing in the code that prevents this occurring. This would need to be managed by the CSP. It depends on the customer's preferences/circumstances.
271.	8.10.3	CMobile (v)	This is entirely unreasonable. … we have customers either on a calendar monthly billing cycle or a cycle that commences on the 28th of each month. Customers have the option of going on direct debit with that occurring on the 15th of each month. This is how our billing system is built. Our billing system also has automatic payment reminder notifications that are sent following periods of non-payment. To implement such a change, significant work would need to be undertaken to our billing system at cost to our business. We do not force our customers onto direct debit. They have the option of paying their bill via BPay or credit card at any time they wish prior to the 15th. Even if they do not pay on time, we do not take any action on their account (aside from sending reminder notices) until the following month so this effectively means our customers can pay on any day of the month they like, which begs the question why CMobile would need to comply with this new section given (a) the cost and disruption to our business to do so; and (b) that it is unnecessary when a customer can pay when they like during the month anyway. CMobile's entire billing system is built upon our direct debit falling on the 15th of each month which is in line with our billing periods. We sell plans on both the	Changing the date is an optional way to comply, not a mandatory requirement. (c) is mandatory under the FHS. This is an option for compliance. Don't have to do (a). And (b) it seems you're doing anyway.

			Telstra and Vodafone mobile networks. The billing period for Telstra plans commences on the 28th of each month and the billing period for Vodafone plans commences on the 1st of each month. Our direct debit runs on the 15th of each month giving customers 15-19 days between the end of the billing period and the debit of their account. Having customers being able to nominate direct debit dates would involve *significant* development work to our billing platform as it would require not only changes to allow for different dates to be entered but it would also impact all the automatic notices we send on overdue accounts. It would be difficult to manage and, in our view, entirely unnecessary. In the 13 years we have been operating, we have never had a customer take issue with our direct debit date. Furthermore, customers do not have to go on direct debit. It is entirely optional. Our customers are free to pay their bill via credit or Bpay at any time prior to the 15th of the month (and have a 2-week grace period after that before we consider suspending the service for non-payment) so CMobile queries what this change is trying to achieve and why it is necessary given the significant impact it is going to have on a business like CMobile and come at a significant cost to us? Again, this change is demonstrative of a complete lack of understanding of how smaller CSPs operate.	
272.	8.10.3	TIO (v)	Clause 8.10.3 has been drafted to give CSPs the choice about which of the three options for flexibility they offer. …this is is unlikely to meet the expectations of consumers paying for their services by direct debit. The clause should be amended to require CSPs to allow consumers paying by direct debit to choose at a minimum, the date *and* frequency of their payments. Where a consumer chooses a payment cycle of less than a month, this could require telcos to allow consumers to choose what day of the week their payments are deducted. We appreciate implementing more prescriptive requirements may represent some additional cost to CSPs. If a CSP determines such costs are undesirable, it would have the option of choosing not to offer direct debit payments.	Noted. Refer to previous discussions and other responses to the public consultation to understand why this would not be a proportional or reasonable requirement. We further note that where consumers deem that the DD flexibility offered by a CSP are not suitable to their needs, they can choose not to pay by DD. Or to use a CSP that has DD options that better suit their needs.

273.	8.10.3	ACCAN	CSPs should offer consumers all of the listed supports instead of only being required to provide one of the options listed under 8.10.3. Improving the flexibility of direct debit for customers will likely improve the take-up of direct debit among customers. Additionally, penalties are generally barred at law ACCAN would query 8.10.3 with respect to its interaction with shorter payment frequencies i.e. weekly or fortnightly and clause 8.7.1(a) and clause 8.7.1(b). ACCAN would also query if the drafting of clause 8.10.3(b) would allow customers to extend the payment frequency beyond the listed frequency of the offer. For example, a customer may wish to pay their service quarterly when the service is advertised as a monthly service.	Noted. See previous responses.
274.	8.11.2 8.11.3	TIO (p) (v)	Support reminder notices and time before reattempt. concerned there is no set timeframe within which telcos must give consumers notice of a failed direct debit payment under clause 8.11.3(a). CSPs should be required to send notice of failed payments within 24 hours of a payment failing.	We don't believe this is necessary for the reasons below but have included a timeframe despite this. As advised previously, this is not just in the CSP's control - it has to be made aware of the failure too, by the financial institution. Additionally, the consumer protection in relation to reattempts is provided by (what is now) 8.11.7 (b).
275.	8.11.3	ACCAN	ACCAN considers that CSPs must reattempt the direct debit at least once in order to avoid situations where customers may be disconnected from their service simply due to not having the appropriate funds in their account at the time. ACCAN considers that the requirements in 8.11.3 b(i) and b(ii) provide reasonable notice to customers regarding a reattempted direct debit charges.	It may be better for the customer simply to be advised that the DD failed and allow them to decide whether they want to recharge.
276.	8.11.2 8.11.3	Optus (d)	1) The 3 working days timeframe is not practicable (impossible to implement) for prepaid plans that expire based on usage rather than a schedule. For example, a prepaid customer with an auto-recharge in place where the auto-recharge will trigger once a customer hits a defined low balance threshold. We suggest this could be addressed by including a usage	re (1) a new clause has been added to address the auto recharge issue.

			threshold as an option, for example at 85% the customer would be reminded that their auto-recharge will soon be triggered so that they can take action to turn off auto recharge if they need to. 2) Could we please also add these two clauses to the Chapter 2 list of clauses that have 6-month implementation timeframe and reconsider allowing calendar days instead of a strict 3 working days timeframe. Because we will need to undertake significant work in our systems to implement a "working days" timeframe instead of 'calendar days" which our systems are set up for and which our third-party suppliers support. We maintain a strong preference for using calendar days here. We suggest the rule could be amended to allow for CSPs to either implement by working days or allow an equivalent calendar day timeframe. Our experience shows that 3 calendar days gives customers sufficient time to contact us or make arrangements to their account to support the direct debit; but any longer, the customer will tend to ignore the message as it is not sufficiently close in time to the pending debit. It also needs to fit in with other comms in the cycle. Below is our analysis showing how shifting from calendar days (which we use now) to working days will impact our customers, using December as an example: **Examples** based on December including weekend and public holiday with working days. Each bill run pre and post activity (below) can experience a range of 3 to 5 calendar days, extending to 7 days when public holidays are involved. Varying periods impact customers 8.11.2 prior notification that will not include any activities a customer initiates between the notification and the bill run.	re (2) – added to deferred list. Changes made to include a calendar day equivalent for new clauses where existing IT systems would otherwise need to be adjusted (cost for no benefit), as suggested by Optus.

<table>
<tr><td></td><td></td><td></td><td>8.11.3 variables in the time to re attempt a Direct Debit is not benefit to a customer managing their finances.

<table><tr><th>8.11.2 – 3 working day notice for DD</th><th>Bill Cycle</th><th>8.11.3 DD fail – 3 working day re-attempt</th></tr><tr><td>Monday 2nd of Dec (3 days prior to the direct debit)</td><td>Thursday 5th of Dec attempt Direct Debit</td><td>Tuesday 10th of Dec (5 days later)</td></tr><tr><td>Tuesday 17th of Dec (3 days prior to the direct debit)</td><td>Friday 20th of Dec attempt Direct Debit</td><td>Thursday 27th of Dec (7 days later)</td></tr><tr><td>Friday 20th of Dec (7 days prior to the direct debit)</td><td>Monday 27th of Dec attempt Direct Debit</td><td>Thursday 2nd of January (6 days later)</td></tr></table>
Optus preference is calendar days to provide customers with a consistent experience month on month which we believe is a better consumer outcome.

Optus therefore proposes, where appropriate, 6 calendar days should be equivalent to 3 working days for the purposes of specific obligations.</td><td></td></tr>
<tr><td>277.</td><td>8.7.1</td><td>Symbio</td><td>Symbio would like to highlight that the change to direct debit processing from 10 calendar days to 10 working days within the TCP code (8.7.1(b)), would have a significant impact to our wholesale partners with regards to required system updates/changes and also their cash flow, causing an undue burden for smaller businesses.</td><td>That specific clause has not changed (it was working days already in 2019 code). We have included a calendar day equivalent for the new billing requirement where a CSP's systems and processes may otherwise need to change.

Other clauses are:
- clauses that are in the 2019 Code, with a working day requirement (or in another instrument)
- clauses that do not otherwise require system changes.</td></tr>
<tr><td>278.</td><td>8.11.4</td><td>TIO</td><td>8.11.4 (b)…want set timeframes within which CSPs must process refunds of money incorrectly debited from consumers' bank accounts.</td><td>Changed to 10 days to reflect updates to CHS proposed. Start of timeframe matches CHS.</td></tr>
</table>

			..acknowledge the note beneath clause 8.11.5 does indicate refunds 'should' be processed within 15 working days. It is unclear whether this is intended to qualify the operation of clause 8.11.4(b), but a 15-working-day timeframe is in any case inadequate. At most, the timeframe for refunding incorrect direct debits should be 5 working days. [and] any clause providing a mandatory timeframe for the refunding of incorrect direct debits should also make clear what date the mandatory timeframe starts.	Note as advised previously that timeframes are dependent on bank processes, not just a CSP's.
279.	8.11.5	ACCAN	A full and timely refund should be the primary and sole form of refund for any excess amount debited. ACCAN notes that this guidance box is contrary to the above clauses and is unenforceable. This guidance box should be removed.	Noted. No change. Right to refund is clear in the ACL and repeated at 8.11.4 already. Sometimes customers prefer alternative remedies to a refund. We believe giving customers a choice is positive.

Chapter 9: Credit management, debt management and disconnection

	Section	Entity (comment type)	Comment	Response
280.	9.1.1	TIO (v)	We welcome Communications Alliance's efforts to strengthen the Code's credit management rules. We particularly support the proposed requirement in clause 9.1.1 for CSPs to reconnect, unsuspend or un-restrict services, where they have been disconnected, suspended, or restricted in error or in breach of the Code's notice requirements. However, in our view the current drafting remains insufficient to protect consumers from loss of service and give them a reasonable opportunity to resolve payment issues before their CSP imposes restrictions on their service. [recognise extra protections for FH customers under ACMA industry standard but…] Our experience has shown that even consumers who are not experiencing financial hardship can suffer significant detriment when their CSPs take credit management action without appropriate warning. clause 9.1.1 does not contain any mandatory timeframe within which services must be reconnected, unsuspended or un-restricted. it is critical that where services are restricted or disconnected in error or in breach of the notice rules, they are un-restricted or reconnected as soon as possible. This is best achieved by including a clear, mandatory timeframe within which CSPs must reconnect, unsuspend or un-restrict services. Clause 9.1.1 also includes an exception to the requirement to reconnect, unsuspend or un-restrict services where a reconnection 'is not practical'. A drafting note underneath the clause says 'not practical' may include situations where 'network configuration makes reconnection impossible', the customer is uncontactable, or 'the specific telecommunications service is no longer available'. The clause as currently drafted gives CSPs too much discretion to determine when they are and are not required to reconnect services. The exception for reconnections that are 'not practical' should be removed or amended to only apply in very specific	Added 'as soon as reasonably possible'. Cannot put definitive timeframes in because it depends on the circumstances. Changed to not possible.

			circumstances, noting that it is not clear whether guidance notes are binding on telcos.	
281.	9.1.1	TIO (v)	…the Code should explicitly apply the notice requirements to situations where barring, suspension or disconnection occurs following a missed automatic payment on a 'subscription-style' service.	The payment rules in chpt 8 on payments provide protection. These clauses apply to credit management (not prepaid).
282.	9.1.1	BB (v)	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.	Noted.
283.	9.1.1	ACCAN	In instances where a consumer is uncontactable, ACCAN considers that CSPs should follow the procedures set out in the financial hardship standard with respect to how often CSPs should contact a consumer to reasonably assess if they are uncontactable. If CSPs are required to do this for financial hardship then they should be required to assess to the same level, whether a customer is genuinely uncontactable.	Noted. This clause relates to customer-initiated transactions, not CSP contacting the customer. Therefore, it does not make sense.
284.	9.1.3	IAA	**Clarification on when a provider 'becomes aware' of a consumer being affected by a natural disaster** In general, we support the intent behind clause 9.1.3 that strives to ensure consumers affected by a natural disaster are not unduly disconnected from their telecommunications service, given the vital nature of telecommunications, especially during times of crisis. However, the vague drafting of this clause makes it unclear as to the provider's requisite responsibility in 'being aware' for the purposes of having to comply with this clause. For example, it is unclear whether the provider should only be considered as being aware via notification from the consumer or their	Definition of natural disaster now included. The focus is on credit management interaction with the credit management process. It's not just that a consumer tells you that they've been affected – it's more that once you know that an event is occurring that you take proactive steps to prevent

			authorised representative, or whether this clause is intended to impose an active responsibility on the provider to find out whether its consumers are affected by a natural disaster the provider should reasonably be aware of. We would appreciate clarification on this point. Further, we recommend that a balance should be struck so as not to place unreasonable expectations on providers but also appropriately assist consumers affected by natural disasters.	customers in that location from being affected by credit management actions.
285.	9.1.3	TIO	Support goal, but concerned about the broad language used in drafting – will be inconsistently applied by CSPs and difficult for ACMA to enforce. We suggest the clause should be reworded to include clear actions CSPs must take or (if that is the intent) clear prohibitions on CSPs disconnecting services in certain well-defined circumstances (for example, where a consumer's place of residence is affected by a declared natural disaster). Without clear language indicating the minimum standard of behaviour required under clause 9.1.3 there is a risk it will not achieve the desired outcome of keeping services connected.	Noted. However, not feasible.
286.	9.1.3	ACCAN	[want] a positive obligation on CSPs to engage with the relevant authorities to determine where their customers may be impacted by natural disasters and not rely on consumers notifying a CSP of their experience of a natural disaster. Additionally, once a CSP becomes aware a customer is affected by a natural disaster they must not disconnect the customers' telecommunications service. Connection to mobile services is a matter of public safety during natural disasters and this should be reflected in the Code.	Out of scope. CCO Std and ESC Determination.
287.	9.2.1	ACCAN (v)	**Credit Management Process – Clause 9.2.1** *9.2.1. A CSP must ensure its credit management process treats customers with fairness, by: [new]* ACCAN considers that it is essential that customers are treated fairly when subject to credit management action. The drafting of clause 9.2.1 should be revised to more clearly convey this. We recommend amending clause 9.2.1 (a) should be amended to:	No change. ACCAN appears to have misread the clause – it already says 'a CSP must'. And there are clear obligations around vulnerability management which apply

			"A CSP must:" ACCAN considers that a new subclause should be included as part of 9.2.1 which ensures its credit management staff, policies, systems and process treat customers with fairness and actively take into account their identified vulnerabilities in undertaking any credit management action.	throughout the Code – unnecessary to repeat it.
288.	9.2.1 (c)	ACCAN	(i) ACCAN considers that this clause should be redrafted to: 'the charges are a direct and appropriate re-imbursement of the CSPs costs; and' Drafting at (iii) is ambiguous. ACCAN considers that this clause should be amended to: (c) not impose credit management charges, unless: (iii) consumers have access to a timely and transparent resolution process if a debt is sold in error.	Noted. Change to second part. Wording tidied up at (iii)
289.	9.2.1 (e)	CMobile (v)	The TCP Code does not define "active complaint" and CMobile is not convinced the TIO has a firm view on it either. CMobile has put this question to the TIO a number of times previously and only received one response – "*…you can recommence credit management action if the consumer is no longer pursuing the complaint.*" This is subjective. In the past we have responded to a complaint referral and then never heard from the customer again. It is unclear when the consumer "is no longer pursuing the complaint". Is it after one month, two months or some other period of time?	Actioned: now included in definitions.
290.	9.2.3	Optus (d)	We think there has been a drafting error that deleted "not practical" and replaced it with "not possible". It should be "not practical". This would also be consistent with 9.1.1	Noted This was discussed with ACMA; possible is a higher threshold. Noted This one is different as it includes discussions with customer. Again, discussed.

291.	9.3	TIO (v)	The Code's credit management notice requirements in section 9.3 should align with those contained in the Financial Hardship Standard. This would require mandatory notice periods of 10 working days to apply to all consumers (including those not identified as being in financial hardship) before a CSP restricts, suspends, or disconnects services for credit management reasons. [as previously argued]… We maintain notice periods of only five working days are insufficient to protect consumers from loss of service and provide a reasonable opportunity to address overdue payments.	The FHS requires 10 days' notice for <u>one</u> specific action. This protection is clear in the FHS. This provides extra protection for those most in need. The timeframes in the code apply for each of the other steps. i.e. 5 <u>working days</u> for each step in the credit management process. Requiring each of these steps to be10 working days could mean extremely long and unhelpful (for the consumer and CSP) stacked timeframes.
292.	9.3	TIO (v)	**TIO contact details should be included on all reminder, barring, suspension, and disconnection notices.** This is because our office plays an important role in helping consumers experiencing or anticipating payment difficulties, and those who may have reason to dispute debts on their telco account. requiring the details of external dispute resolution schemes on credit management notices is uncontroversial and expected in other essential services industries. The ACMA has recognised this by requiring the TIO's contact details to be included in credit management notices sent to financial hardship customers under subsection 24(5) of the Financial Hardship Standard.	See response in previous rounds.
293.	9.3	BB (v)	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.	Noted. If the requirement is for the customer to be informed in writing, the CSP would need to fulfil that requirement in a way that makes sense in the circumstances.

294.	9.3.2	ACCAN	Restriction, suspension and disconnection notices should contain links to a CSPs financial hardship policy and provide customers an easily to access pathway to apply for financial hardship assistance. ACCAN considers that in all circumstances, customers who are experiencing a restriction of their service should be informed about the impact of the restriction on their service.	No Change. Covered in the FHS at 15.4. Unclear what the gap is. When it applies, the customer will be told.
295.	9.3.2(b) and 9.3.4(c)	Telstra (d)	9.3.2 (b) & 9.3.4 (c) require us to include the Issue Date on suspension/restriction notices. We would like to clarify in the drafting that the issue date contained in the header of an email is sufficient to meet the requirements of an issue date, given emails are electronically tracked. Could we include a drafting note that makes it clear that, if sent by email, the issue date in the 'received' email would be sufficient.	Note included.
296.	9.3.4(v)	Vocus (d)	Our Credit Manager claims this could be in direct conflict with ASIC. More clarity is needed around the 'if applicable' seeing as cl (v) is a new clause and maybe open to varying interpretations since it is untested. "***As per ASIC's Debt Collection Guidelines, we are not permitted to threaten recovery action which we are unable to take, or which we don't intend to take. As we do not have a legal collection strategy in place, nor would we implement such a strategy for these relatively small debts, it would be in contravention of ASIC's guideline if we were to indicate that legal action was a possible consequence of non-payment***."	The 'if applicable' provides the CSP flexibility to not pursue debt for a group of customers. (The CSP would need to be able to demonstrate that this is its practice.) Where it is clear debt will not be pursued, it does not make sense for the customer to be told that legal action will be taken.
297.	9.3.4	ACCAN	Re (b) (words 'important notice..' to be included, this should be replicated at 9.3.2	Noted. No change. This is an escalation. Therefore the warning language escalates accordingly to try and get the attention of a customer who has already received a restriction notice.
298.	9.3.4	ACCAN	Drafting error (d, iii) – should refer to suspension	Thank you. Corrected.
299.	9.3.4	ACCAN	Re (v) this clause should be amended to require that CSPs only include legal action as a potential consequence of non-payment of debt if the CSP is genuinely considering the possibility of legal action and has undertaken a review process to determine this.	Noted. No changes. That is what the clause says already ('where relevant').

			ACCAN considers that CSPs should make it clear to customers that legal action may be taken at the end of the credit management process and as a measure of last resort. The note relevant to (d) should be elevated to a code clause and amended to ensure that customers are provided information through the most appropriate medium in the customer's circumstances.	How the CSP words is it is a matter for the CSP. The note is an example of how the requirements can be achieved and is therefore appropriately a note not a clause.
300.	9.3.5	ACCAN	Want requirement to be 10 working days, not 5, ensuring that customers are given a longer time period to make changes/apply for financial hardship assistance prior to disconnection.	Noted. No change. Refer to previous comments on this: notifications are all stacked - so the customer gets lots of notice and time to respond. The FHS provides additional protections on top of this.
301.	9.3.8	Optus (d)	What is a "sudden and excessively high charge"? What is an "unusually high bill"? From a consumer perspective it can be quite subjective as to what constitutes and excessively high charge. We suggest a guidance note would be helpful for CSPs. Maybe along the lines of a percentage and/or amount that would be considered "excessively high" for most consumers.	No change. Relates to the individual customer's use. So is difficult to put a percentage on – will depend on product type/business. CSPs need to define this in their internal policies.
302.	9.3.8	ACCAN	In instances where a CSP makes use of clause 9.3.8 and is exempt from providing notices to customers, that CSPs be required to retroactively provide a summary and justification of the actions taken to impacted consumers informing them of their decision and reasoning.	This is about an exemption to customers PRIOR to taking action, to protect the customer. A CSP will of course have a discussion with the customer (if they are a genuine customer) after the fact as it is in the CSP's interest that the customer has a service and is happy – this notice doesn't need to be prescribed. Note also that this is an existing requirement.
303.	9.5.2	ACCAN	The difference between a debt being sold and being arranged to be sold to a debt buy out service is material and warrants separate notification requirements. For example, if a customer is notified that their debt is being	The customer has already received numerous notifications and has had time to act (and can still act at this

			arranged to be sold to a debt buy out service, they may have time to act (pay their debt/apply for FH protections) prior to the sale.	point). There appears to be no benefit in the redrafting ACCAN suggests.
304.	9.6.1	ACCAN	ACCAN considers that CSPs must make customers aware of this. CSPs should provide customers with information regarding what constitutes "reasonable steps" in paying a known due debt to facilitate customers fairly disputing unpaid debts as a result of a third party.	Noted. This relates to an error that the consumer themselves has identified (not the CSP). The CSP and customer would at that point have a conversation about the issue. Worked e.g.s could limit the range of circumstances in which this could apply and would not be helpful.

Chapter 10: Code compliance

Resolutions and responses developed by or in consultation with CommCom.

	Section	Entity (comment type)	Comment	Response
305.		CommCom (p)	Proposed changes to make auditing dates more flexible. Refer to published submission for full details.	Accepted. Proposed drafting changes adopted.
306.		ACCC (v)	**Objective of Chapter 10.** The objective of Chapter 10 – articulated at the start of the Code compliance section – states that the key objective is to give consumers confidence that carriage service providers are demonstrating compliance with the TCP Code. The objective should be to provide carriage service providers with a clear framework of what they must do to comply and demonstrate they have embedded the Code requirements into their business practice.	Accepted. Objective has been redrafted to be much more targeted to the Code's content.
307.		ACCAN	The Objective is ambiguous and does not reflect consumer expectations. Consumers should not have confidence that CSPs are 'demonstrating' compliance, rather they should have confidence CSPs are complying with the Code.	Accepted. See above.
308.	10.1	ACCAN	ACCAN does not support Code registration on the basis that it will potentially duplicate a systemic	Noted. CA does not understand the point; the register does not yet exist.

			registration scheme which should be overseen and managed by the ACMA.	Separately, we note that development of the registration scheme is not a CA project/process. However, CA has supported the concept and anticipates providing input on the registration scheme's design to the ACMA as part of any stakeholder consultation process it runs. This would include considering opportunities to reduce duplication/ increase efficiency
309.	10.2.1	ACCAN	Drafting should be amended to remove the brackets around 'and address identified issues' considering the importance of rectifying Code breaches for adequate consumer protections.	Accepted. Wording amended for clarity: CSPs must have systems and processes in place to assess, monitor and review Code compliance, address identified issues, and to report on compliance with the Code.
310.	10.3	ACCAN	re breakout box: if a CSP has not lodged a CAR within the specified timeframe, does CC not undertake any Compliance Assessment? What action does CC take to penalise the CSP?	This is covered in section 10.5.
311.		ACCC (v)	**Metrics.** The effectiveness metrics and the complaints-in-context reporting have been removed since the previous draft of the Code (in May 2024). It appears that this role is to be filled by individual carriage service provider complaints-handling data published by the ACMA, which may be more informative for consumers. Critically, this change now places even greater emphasis on the Compliance Assessment Report process to determine the Code's effectiveness in protecting consumers from harm,	Noted. No actionable suggestion (observation only). We are not clear on why the proposed changes to effectiveness metrics would lead directly to greater emphasis on the Compliance Assessment Report, and note that the removal of the CIC recognises that: • it is, to a large degree, replaced by the ACMA telco customer complaints handling reporting which commenced in December 2024. • CIC reporting is a hangover from when the Code included complaints handling – before the introduction of the CHS. Complaints are managed through the Standard and the associated *Telecommunications (Consumer Complaints) Record-keeping Rules 2018*. Moreover, the CommCom process provides an additional level of scrutiny for every CSP, on top of the ACMA powers.
312.		ACCC (v)	**CommCom process.** Further, there do not appear to have been any meaningful changes since the May	Some further adjustments have been included as noted below. For context and completeness, we also have repeated our response to the ACCC's June 2024 response.

			2024 draft in terms of the process that Communications Compliance ('CommCom') will use for attestation: Compliance Assessment, Compliance Assessment Reports, Compliance Action Plans and Remedial Compliance Action Plans. As such, our concerns with this section remain consistent with those expressed in our June 2024 response.	*1. Repeated partial or non-compliance* In its June response, ACCC raised concerns for the potential of repeated partial or non-compliance by a provider and whether CommCom had adequate tools to deal with such an event. These concerns were addressed in the public comment draft, with drafting tightened to more clearly set out CommCom's ability to refer providers to the ACMA for consideration of further compliance or enforcement action in greater detail. To further address these concerns, we have also now included new drafting at 10.5.3 to include a 'general' referral trigger which CommCom can activate if faced with a provider exhibiting repeated non-cooperation, or appearing to attempt to game the process and not comply in a way otherwise note captured. 2. *Biennial independent auditing* The June 2024 ACCC comments referenced the merits of requiring each major provider's compliance program to be independently audited by an external auditor on a biennial basis. The Code already requires providers to have Code annual compliance programs ensuring that each CSP conducts an internal audit to confirm that it complies with code requirements. This is a lengthy and exhaustive process that must be done by all CSPs. It is not clear what value an additional audit by another 3rd party would offer above. It would be duplicative. That said, there is nothing to prevent a CSP seeking additional auditing if it considers this warranted for any, or all, of its business. *3. CommCom's independence and level of funding* We are confused by the suggestion that CommCom is not independent because "its funding is entirely dependent on the CSPs it is auditing." There is no apparent basis for suggesting that funding functions from industry sources will inherently lead to bias or loss of independence, and we note that the telecommunications functions of the ACCC and the ACMA are funded by

				industry levies, and the TIO is funded by industry fees. We also note that an external auditor contracted directly by a CSP would be funded directly by the CSP. And (unlike CommCom) may not have telco experience. In response to concerns about the level of resourcing available to CommCom, we note that TCP Code auditing is CommCom's sole focus. It has successfully managed each annual compliance assessment since 2013 with an efficient resourcing level. That said, the level of CommCom's resourcing is not directly a matter for the TCP Code to specify and discussions on resourcing are a matter for discussion outside of this process. *4. Transparency* The June 2024 ACCC comments discussed the need for Communications Alliance or CommCom to publish information and promote transparency on CSPs compliance with the Code. These points are addressed by the new requirement at section 10.7 for an annual compliance report and list CSPs that were assessed in that year.
313.		ACCC (v)	**Quasi-regulatory role for CommCom.** Carriage service provider attestation will now be determined as 'fully substantiated', 'partially substantiated' or 'not substantiated', thereby reducing any implied quasi-regulatory role for CommCom. Under the proposed drafting, CommCom needs to determine if a carriage service provider's self-assessment is 'substantiated', meaning that the carriage service provider has demonstrated it has systems, policies and procedures in place to support its claims of fully meeting Code requirements. This system creates significant loopholes. For example, a carriage service	The drafting and language in the proposed Code was updated in the public comment draft to provide a clear distinction between the formal regulatory role ACMA plays in determining Code compliance and the co-regulatory role played by CommCom. These changes explicitly address concerns expressed by the ACMA and others. We also note the heart of the CommCom approach is that providers are required to self-attest to their compliance status and provide supporting evidence which is then reviewed by an independent body (CommCom). The process places responsibility on the CSP to review and check compliance, and for CEO and senior management of a CSP to formally self-attest to compliance annually, to validate that status within their company and sign-off on the veracity of the evidence and proof provided. Contrary to creating loopholes, it creates extra checks, providing an requirement for compliance auditing that does not apply to other codes, or to other instruments. That is, it is on top of the usual regulatory oversight, and action that can be independently pursued by the ACMA.

			provider could conceivably have systems, policies and procedures in place that include what is required by the TCP Code, but not be enacting them properly (either intentionally or due to genuine mistakes). But because the systems, policies and procedures are in place, CommCom would be required to find the carriage service provider has fully substantiated its claims and would not need to take any further action.	
314.		ACCC (v)	**Full audit versus self-attestation.** This proposed process is not the same as a robust compliance process, in which an auditor would confirm whether or not the company has actually met its requirements under the Code. For example, communicating in a clear and accurate manner with consumers, selling to them responsibly, and ensuring that vulnerable consumers can revert purchases without charge. Success or failure is not tested by CommCom, only the presence of the appropriate systems, policies and procedures.	No review or audit process, unless it is an audit of 100% of transactions or events, can validate that every Code or legislative requirement has been met in 100% of circumstances. However, what the Code does is to oblige providers to operate compliance verification process and to keep records of these activities and produce them on request (to CommCom or the ACMA). The Code's mandated outcomes and processes could include internal audit, external audit or other alternative compliance validation processes. As noted above, this provides an extra layer of checks and balances to help ensure that a CSP has met its requirements under the Code.
315.		ACCC (v)	**Providers gaming CommCom.** Additionally, the process is still heavily reliant on CommCom's ability to verify self-attestations. There have been no changes to CommCom's resourcing and independence since the May 2024 package. As such, the risks that CommCom will be under-resourced or overly dependent for funding on the	The onus of the obligation on CEO/senior management as responsible company officers to make honest corporate claims in their self-attestation should not be underestimated. This obligation far outweighs the potential risk of the perverse incentive described. Further, the annual assessment conducted by CommCom verifies all claims of compliance regardless of whether the provider has stated that they are compliant or not. This is further underlined by the Code compliance imperative with the ACMA's powers. Just as with a piece of direct regulation, ACMA has powers

			carriage service providers it is auditing remain just as concerning as in May. If there is a sense among carriage service providers that CommCom will struggle to determine the accuracy of any claim, then they are incentivised to claim compliance even where this may not be the case.	to request and analyse information, and take action against CSPs under this code, with or without referral from CommCom, including to determine whether bad-faith claims have been made. The impact of such findings on potential penalties or the prospect of Federal Court action would be significant. Both of these factors should outweigh the risk of the perverse incentive described.
316.		ACCC (v)	**CommCom's independence.** We note that best practice Code compliance and monitoring is independent of the relevant industry and governed by a stakeholder board or committee comprised of an equal number of consumer and industry representatives with an independent chair. See for example the Banking Code of Practice and the Insurance Code of Practice.	CommCom's board is independent of the industry and comprises an equal number of industry and consumer representatives and an independent Chair. This is the same as the model adopted for the Banking Code Compliance Committee.
317.	All	AM (v)	If [CommCom] only enforce parts of the TCP Code and not where there is a demonstrated failure to meet requirements such as "Consumers can easily access clear, comparable, accurate and inclusive, plain language information about a CSP's products and services" then this needs to be carefully qualified when mentioning Communications Compliance's role.	Out of scope. CommCom's review role covers all parts of a CSP's claims of compliance with of the TCP Code, but it does not extend to adjudicating individual complaints. As you note elsewhere, your issue was raised with the ACMA and TIO.
318.	10.3.7	ACCAN	Breakout box The drafting reflects previous rhetoric that a CSP's systems, process and policies are what ensure compliance with the Code. This language is used in	Drafting has been amended throughout to make it clearer that a CSP must comply with the requirement, not just the processes. The annual compliance assessment process, CommCom's referral process, and the ACMA's powers to enforce the Code, complement this process.

			the drafting of Code clauses to the detriment of the consumer. A CSP may have internal systems, policies, and procedures that they don't adhere to. However, since the Code does not have strong requirements for CSPs to ensure these internal processes are complied with, a CSP can still be found to be fully compliant with the Code. Further, a CAR does not effectively demonstrate the CSPs overall compliance with the Code as it only reflects compliance at the time of the lodgement window. ACCAN considers the reporting and compliance framework set up through Communications Compliance severely deficient to ensure adequate consumer protections through ensuring Code compliance.	CSPs face obligations to comply with the Code and to maintain compliance with the Code irrespective of whether they follow their own internal processes in every circumstance. The Code offers *greater* built in compliance review and assurance protections than direct regulation because the Ch. 10 requirements ensure that every CSP operating within the scope of the Code attests to, and is subject to proactive review of the systems, policies and procedures that they have in place to comply with the Code provisions. In *addition*, the ACMA has the powers to manage compliance just as it would for any Standard or other form of direct regulation. The ACCC and other regulator's powers sit on top of this, providing for an additional safety net.
319.	10.3.8	ACCAN (v)	[re clause to ensure that CSPs notify CommCom of changes that may put them temporarily in breach of the Code] SPs should be barred from undertaking any change to its services or operations that do not comply with the Code. This clause is in direct opposition to Chapter 3 in promoting a culture of governance and compliance with the Code. 10.3.8 and 10.3.9 expressly allows	Drafting has been amended to clarify intent (cls. 10.3.8 and 10.3.9) The material change provision does not provide a "loophole" which allows a CSP to operate in breach of the Code. Rather, section 10.3.8 provides a process for CommCom's judgement about whether a CSPs self-attestation of compliance is substantiated to be updated when material changes occur which "might" affect CSPs compliance status. In practice, the most recent Compliance Assessment Report provided by the CSPs simply forms the baseline for CommCom's assessment. If changes occur in systems and processes referenced in that Compliance Assessment Report, and if those changes might materially affect outcomes in the period

			CSPs to change their systems in breach of the Code for a 'reasonable' timeframe. This drafting does not provide adequate community safeguards and should be removed from the Code. Additionally, ACCAN would expect clarification with respect to how much of the TCP Code a CSP can alert CommCom to its non-compliance with. This represents an opportunity for significant consumer harm to occur.	between that annual assessment cycle and the next, then a CSP must notify CommCom and be subject to further review as provided for in section 10.3.8. The effect is that CommCom's adjudication of whether a CSPs claims regarding compliance are substantiated can be kept up to date and a new 'baseline' established when a CSP makes a material change in between assessment cycles. The process in section 10.3.8 does NOT contain an inference of non-compliant operation, rather it goes more to a CSP keeping the evidence supporting its self-attestation of compliance being kept up to date and notified to CommCom when there are material changes to the situation contained in its previous Compliance Assessment Report.
320.	10.3.9	ACCAN	Communications Compliance must not be able to consider the reasonableness of Code breaches noting this is the established regulatory remit of the ACMA. Additionally, 'cooperating' with CommCom towards earlier Code compliance timeframes is an ambiguous and unclear requirement.	See response above: Action taken to clarify intent in drafting (to 10.3.8 and 10.3.9)
321.	10.4.4	ACCAN	ACCAN considers Communications Compliance must refer CSPs found to be not substantiated to the ACMA so they can issue a Direction to Comply with the Code.	It is premature at the stage of the process outlined by section 10.4.4 for Communications Compliance to make a referral to the ACMA and inappropriate to conflate non-substantiated with non-compliant; only a regulator or court can make a finding of non-compliant – CommCom cannot. It needs to be recognised that this is a two-step process and that CSPs *will* be referred to the ACMA if they do not remedy areas identified by CommCom as being non-substantiated. It is reasonable at the stage of the assessment covered in 10.4.4 for a CSP to be provided reasonable opportunity to respond to a finding of non-compliant: It may be that it is compliant but failed to adequately demonstrate it in the audit, or that it

				can, in a timely manner, adjust its systems or processes to address concerns, thus providing a timely assurance of the Code's protection. If it does *not* respond adequately through the RCAP process, then CommCom *will* refer it to the ACMA, who will act as they see appropriate (noting that the Code cannot direct the ACMA to take any action, and that a CommCom finding of not substantiated is not the same as a regulator finding of non-compliant). Note that, of the 9 providers referred by CommCom to the ACMA in 2024, four were referred for not having substantiated claims of compliance.
322.	10.4.6 10.4.7	ACCAN	Communications Compliance, under the current drafting does not have the ability to reject the CAP or substantively change its contents. Under the current drafting, CSPs can provide a CAP with insufficient progress towards how each area is being addressed and Communications Compliance is unable to suggest that these areas be addressed in a more material manner. ACCAN would support empowering Communications Compliance to be able to request that providers change how areas of partial compliance are being addressed. Applies also to 10.4.11	Accepted (noting this is in relation to RCAPs, not CAPs). We have corrected this drafting error to address this through inclusion of a new (b) at 10.4.6, 10.4.7 and 10.4.11 and 10.4.12
323.	10.4.10	ACCAN	Want significantly more clarity with respect to the threshold of what constitutes partial and non compliance with the Code.	Noted. This clause does not refer to a threshold of partial and non-compliance
324.	10.5.1 10.5.2	ACCAN	'will' should be replaced with 'must'.	Noted. The use of 'must' obligations is restricted to obligations placed on CSPs – the entities within scope of the Code as described in chapter 2.

325.	10.7.2	ACCAN	the report should, at a minimum, identify CSPs partially or not substantiated, CSPs with a CAP and the progress of those plans, and CSPs with a RCAP and the progress of those plans.	Clause 10.7.1 and 10.7.2 sets out the minimum provisions and circumstances in which CSPs will be named in the annual reporting process, that is, they are named as participating CSPs and in instances where the ACMA has adjudicated non-compliance with the Code. The extent to which the annual report includes the exercise or use of the other 'tools' or processes available to Communications Compliance is under active consideration. However, it is not considered necessary for the Code to fully specify in advance every additional item (above those already included in 10.7.1. and 10.7.2) to be included in the annual report.

Appendices

Section	Entity (comment type)	Comment	Response
		No comments received	