

Submission in response to the draft DFSV Standard

More Telecom and Tangerine Telecom

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Background

1. More Telecom Pty Ltd (**More**) and Tangerine Telecom Pty Ltd (**Tangerine**) are carriage service providers (**CSPs**).
2. More Telcom and Tangerine Telcom (**we, us, our**) are supportive of the introduction of the *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025 (DFSV Standard)*, which aims to standardise the experience and quality of assistance received by telco customers that are in domestic and family violence (**DFV**) and/or sexual violence circumstances, and vitally keep these customers connected to their telco services.
3. At More and Tangerine, we remain committed to providing customers in DFV circumstances (**affected persons**) with appropriate help and support to stay connected. We already provide our customers that are affected persons with assistance upon a request tailored to their needs. We are also a signatory to the Telco Industry Domestic and Family Violence Action Framework and submitted a DFV Adapt Action Plan for Tangerine and More in 2024.
4. We recognise the importance of the DFSV Standard in placing safeguards on continued access to telco services and standardising CSP interactions at an industry level to ensure a secure and cohesive experience for all customers in DFV circumstances, no matter their service provider.
5. However, we have concerns that the DFSV Standard in its current draft form may not achieve its expected outcomes due to the technical and operative difficulties in implementing the obligations for smaller CSPs (such as us).
6. In our submission below, we have set out the areas for concern, as well as suggested improvements (where relevant). We have set out our responses according to the issue headings outlined in the ACMA consultation paper *Supporting telco customers experiencing domestic, family and sexual violence – Consultation on the telecommunications industry standard*.

Our feedback on specific issues

Application of the Standard

Based on the current draft DFSV Standard, we are concerned that it does not strike an appropriate balance between the need for expert-information policies, statements and training and the additional demands placed on the DFV sector to consult with CSPs prior to implementation of their compliance practices, as well as on an ongoing basis.

Potential difficulties in accessing consultation

Under section 22(1), the current drafting indicates that a CSP must consult with two relevant organisations and/or panels of people with lived DFV experience. Under section 22(3), that consultation may be undertaken by an industry group or body that represents the CSP.

However, there has been no indication by any relevant industry bodies that they would agree to consult on behalf of CSPs in a way that would satisfy the obligations under subsection 1, or whether smaller CSPs who may not be members of that industry body could access the consultation. If an industry group or body does not conduct consultation, then all CSPs would be required to consult directly with two relevant organisations and/or panels.

Direct consultation would be difficult for smaller CSPs as access to these organisations prior to the commencement of obligations under the DFSV Standard will likely be limited given the number of other CSPs also seeking consultation. Additionally, there would presumably be fees attached to both direct consultation with organisations and/or panels, as well as to access consultation conducted by an industry body or group, which places additional financial strain on smaller CSPs.

The current drafting

Under section 22(3), one interpretation of this subsection is that a CSP must consult in a manner that satisfies either section 22(1) or section 22(2), both during development of its DFV policy and procedures and upon review of its 'policy', 'statement' and 'training'. This is particularly confusing given that the draft DFSV Standard sets out different (and sometimes unclear) review obligations for a CSP's policy, statement and training as follows:

- the Policy must be reviewed every 24 months after the day the industry standard commences (under section 7(3));
- the DFV Statement must be 'accurate and up to date' (under section 9(3)(c)), however there are no set timeframes for mandatory review; and
- there are no set timeframes for mandatory review of training, however, we interpret section 14 as requiring training to be reviewed on an ongoing basis under the assurance program, with reviews required to be conducted not less than every 6 months starting from 6 months after the commencement of the DFSV Standard.

If a CSP must review its statement and training on an ongoing basis, we interpret the current drafting of section 22(3) as requiring us to conduct consultation every time a change is required. This would be overly onerous and is unlikely to result material additional benefits for DFV customers. Additionally, it would place substantial strain upon the DFV sector if all CSPs are required to consult any time a change to the statement, training or policy is made, and this could detract from the needs of other industries and/or organisations to also access these services.

We understand that the ACMA likely did not intend to draft section 22(3) to require CSPs to conduct consultation upon every change to a policy, statement or training materials, but rather it was intended to ensure CSPs stay abreast of changes in the DFV sector and therefore flow down these changes to their internal and customer-facing materials. However, we consider that the current drafting is vague and could consequently cause confusion amongst CSPs about their obligations to consult on an ongoing basis.

Furthermore, as the inclusions for a DFV Statement are clearly set out under section 9, we do not think there is any need to consult on the DFV Statement during development or upon change. Instead, we recommend the words 'DFV statement' are removed from section 22(3).

We recommend that section 22(3) of the DFSV Standard be updated to something along the lines of: 'A provider must take into account the responses to consultations conducted under this Part when developing its DFV policy and DFV training. When reviewing its DFV policy, DFV procedures and DFV training, a provider must consider relevant material changes and/or updated best practice approaches within the DFV sector.' This would require CSPs to

continuously reflect upon changes in the DFV sector, whilst giving them the flexibility to review their policies, procedures and training in a way that is suitable for their organisation's needs.

Flexibility vs specificity

We believe that there are several requirements in the draft DFSV Standard where changing the specificity is desirable.

Credit management action

Under section 8(1)(c), we would be unable to disconnect a service where a customer has expressed or indicated concern for their safety, or if that service has been disconnected, we would be required to reconnect the service as a matter of urgency upon request. The phrase 'expressed or indicated concern for their safety' is unclear, as this would presumably apply to all affected persons, which is a very broad scope.

Additionally, there is no ability under the draft DFSV Standard for us to remove the record that indicates that a customer is an affected person and therefore exempt from credit management action. Effectively, the current drafting indicates that any customer who is ever classified as an affected person would be unable to have their services disconnected. This would be financially unsustainable for smaller CSPs, and irresponsible to allow an affected person to continue to accumulate debt indefinitely.

We recommend increasing flexibility under this section to allow a provider to take reasonable steps to assist the customer to keep a service of their choosing connected for a reasonable period of time. We believe increased flexibility is necessary as each case must be assessed on its individual circumstances, allowing providers to help customers that have genuine concerns for their safety, whilst also giving providers the ability to prevent customers from accumulating significant debt.

Dealing with perpetrators

We believe that the term 'alleged perpetrator' as opposed to 'perpetrator' should be used given that evidence is only allowed to be requested under the current draft in extremely limited circumstances and therefore any allegation is based solely upon the testimony of one person.

Without requiring evidence to prove that an 'alleged perpetrator' is a 'perpetrator', we think that it is difficult for us to be able to identify perpetrators and therefore engage with them in a particular manner (as currently required under section 8(2)(c) and 13(2)(f) of the draft DFSV Standard), particularly as a perpetrator (alleged or otherwise) is unlikely to self-identify to us as one. Identification and engagement become even more difficult in circumstances where the alleged perpetrator is the first person from the account to call and claims to be the affected person.

From a practical perspective, we would like the ACMA to provide guidance on what is reasonably expected by us in the scenario in which two customers of an account (an account holder and an end user) both call and say they are affected person and the other is the alleged perpetrator, and how a CSP should be expected to deal with two people both claiming to be affected persons.

Privacy and record keeping

Section 16(3) outlines the requirement for a CSP to have systems and processes to protect the affected person's details against disclosure to a perpetrator and incorporates a note which

indicates the protection may be achieved by keeping details of an affected person on a separate system.

We consider that it would be commercially and practically very difficult to create a separate set of IT systems and databases used solely for affected persons, or otherwise to sequester the personal information of affected persons away from the main database, as this would require significant resources and extensive development work.

Additionally, we are concerned this data separation may result in challenges in delivering support and customer service to affected persons, because the separate database and/or sequestered information would be accessible only to select staff with specialised training. As such, if an affected person needs to contact us for simple technical or account assistance, their ability to receive support may be limited to business hours when specialist staff are available.

We have a small team that will have the requisite skills and training to support affected persons and it will put significant strain on this DFV team if they are required to cover all interactions with the affected person, such as technology support, complaint management, and managing billing inquiries. Additionally, data separation would also make it difficult from a practical perspective to perform other standard processes required to provide a telco service, such as sending mandatory communications or account information which are automatically generated and sent from our primary systems and databases in response to various events. We would need to develop and implement an entire new suite of processes, workflows and comms out of the secondary systems and databases.

Relevant consumers

We do not believe that the DFSV Standard should apply to not-for-profit (**NFP**) and/or small business customers. Our main concern with extending the DFSV Standard to NFP and small business customers is that some plans available to small business customers are bespoke service offerings that cannot be transferred into a new account.

If service relocation is available for the service, typically a large fee is payable, and the customer is also responsible for any build fees not paid for in full at the point of service relocation. If a service relocation is not possible, the only option is to cancel the service early in which case an early termination fee would usually apply. We are liable to our upstream provider(s) for any fees incurred by our customers, and to waive these fees for small business customers in DFSV circumstances would be impossible, particularly given business contracts are typically much higher value than residential contracts.

Interactions with other instruments and codes

Financial Hardship Standard

There is significant interaction between the Financial Hardship Standard and the draft DFSV Standard and we are concerned that the lines between the two are not clear. Under the Financial Hardship Standard, a CSP is permitted to take credit management action where a customer has not met their obligations under a financial hardship arrangement. As the DFSV Standard requires CSPs to recognise DFV as a reason for non-payment, it is unclear how this section interacts with a CSPs ability to take credit management action against an affected person who breaches their financial hardship arrangement multiple times. Similarly, if an affected person rejects our offer for financial hardship assistance, what options are available to us to take credit management action?

Under section 15(3) of the draft DFSV Standard a CSP is unable to send written communications to or leave messages for an affected person, except where previously agreed as the preferred contact method. We understand that the ACMA may have intended to limit this provision to communications related to the customer's DFV circumstances, however the provision reads as having a much broader application than this, and the boundary between a DFV communication versus another communication type is unclear.

Financial hardship assistance may be required because of the customer's DFV circumstances. Therefore, any communication related to a financial hardship arrangement that was created due to a DFV situation could be considered as a communication related to the DFV situation and therefore prohibited under the draft DFSV Standard, except where an affected person has agreed to receive communications in writing.

There are several provisions under the *Financial Hardship Standard* that require a CSP to communicate with the customer in writing (e.g. under section 20 of the Financial Hardship Standard). This leaves CSPs in a difficult position if an affected person requests that their communications are via the phone only, because adhering to the customer's requests under section 15(3) of the draft DFSV Standard would result in the CSP breaching their obligations under the Financial Hardship Standard. We would therefore appreciate further clarity on about how to handle communications that may be related to an affected person's DFV circumstances and therefore not permitted to be in writing (unless requested by the affected person) yet are also required to be in writing under a separate instrument.

C566:2023 Number Management – Use of Numbers by Customers Code (Number Management Code)

As noted within the consultation paper, under the *Number Management – Use of Numbers by Customers Code* a CSP can disconnect a number, remove the rights of use from the account holder and issue that number to an authenticated former end user in a DFV situation or issue a new number in circumstances such as DFV, if the number has been compromised in a way that affects the customer's safety. Given that section 9(2) of the DFSV Standard requires CSPs to keep a customer that is an affected person connected, we interpret this as an obligation to allow a customer who says they are an affected person to move their service to another account or set up a new service on a new account.

In this circumstance, it is unclear what would happen to any outstanding debt on the affected person's account. We would like the ACMA to provide guidance on how we allocate any remaining outstanding balance and whether:

- the debt is all left on the remaining customer's account (i.e. the alleged perpetrator);
- we can proportion the amount relevant to the affected person's services to their new account;
- we are expected to write off the debt. Noting that this would likely be unsustainable from a financial perspective; or
- there is another expectation of the ACMA for dealing with the debt.

We recommend that the ACMA provides guidance on how to deal with debt owed on a service used by an affected person when that service has been transferred to a new account.

Implementation timeframes

Some of the proposed inclusions within the DFSV Standard will require significant system changes, operational process work and extensive training for frontline staff. Implementing the obligations under the DFSV Standard is a very large piece of work which would require a

dedicated project team to manage the work. Given that there are several other new or amended regulations within the telco industry that come into effect within the new six months, we recommend a phased implementation approach which delays commencement for certain provisions which are either difficult to implement, or reliant upon earlier changes being finalised (e.g. training).