



TELSTRA LIMITED

Telstra Response to ACMA consultation:

Supporting telco customers experiencing domestic, family and sexual violence: Consultation on the telecommunications industry standard

2 April 2025

Public Version



Executive Summary

Telstra welcomes the opportunity to respond to the ACMA's consultation on the (*Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025* (**the Draft Standard**)). Telstra supports the Draft Standard, noting it represents a significant step in protecting victim-survivors.

While we are supportive of the new legislation, we strongly believe that certain changes are necessary to better support our affected customers and prioritise their safety. These amendments will help ensure that the legislation is effective in practice and that it provides the necessary focus and protections for those affected by domestic, family and sexual violence.

Telstra strongly recommends the following amendments to the Draft Standard:

- amendment to the definition of *affected person* to remove any requirement for providers to 'suspect' a customer 'may be' impacted by domestic and family violence. The definition of *affected person* should be limited to those that self-identify to the provider;
- removal of any requirement for a provider to act until the *affected person* has provided consent for a provider to take action or indicated that they would like the provider's assistance;
- inclusion of reasonable steps a provider may take to authenticate an *end user* who is an *affected person* and clear exemptions from regulatory obligations to facilitate a change of ownership to protect the *end user* from disconnection;
- inclusion of clear guidance regarding how to manage record keeping requirements;
- inclusion of reasonable steps a provider can take to determine when a customer would no longer be an *affected person*;
- clarity that the restriction of methods of communications in the Draft Standard relate only to communications sent in relation to DFV;
- guidance regarding which service/s a provider must protect from disconnection; and
- clarity with respect to the limitation of reconnection of a service. Noting that reconnection may not always be possible due to the time since disconnection or technology limitations.

Telstra notes the Standard must be determined six months after the Direction¹ and should commence in full at the earliest practicable opportunity. There are practical impediments for the Standard to commence at, or immediately after, registration, particularly given the requirements in Part 9, which require consultation with experts in the field. Until the Standard is final, it will be impossible to confirm

¹ [Federal Register of Legislation - Telecommunications \(Domestic, Family and Sexual Violence Consumer Protections Industry Standard\) Direction 2024](#)



if our policies and statement, systems and IT builds to automate processes are compliant, as well as consult with experts.

It is essential that providers are given sufficient time to execute implementation of these obligations and impractical to expect them to be compliant – with appropriate controls to support compliance – in a short time frame. It is imperative that providers are not required to rush implementation, given the potential risk to individuals.

Further, Telstra has suggested some amendments to the Draft Standard which would have a significant, positive impact on the way in which we can implement and operationalise the obligations in the Draft Standard. We would welcome continued discussions regarding any proposed amendments that arise from the consultation, as this will inform practical implementation lead times and whether we would be recommending delayed commencement of specific clauses.



1. Telstra's approach to assisting *affected persons*

Telstra has significant experience in supporting individuals who are impacted by domestic and family violence. For several years Telstra has operated a specialist team trained to assist consumers experiencing domestic and family violence to stay safely connected to internet and phone services.

Telstra is committed to:

- Ensuring employees are adequately trained and supported to identify and support customers affected by DFV.
- Providing a safe and respectful environment for customers to disclose their situation and seek assistance.
- Providing appropriate and flexible solutions to address the specific needs and circumstances of consumers affected by DFV.
- Protecting the privacy and confidentiality of consumers affected by DFV and ensuring that their personal information is not disclosed to perpetrators or third parties without their consent.
- Collaborating with other providers, regulators, government agencies, and community organisations to share best practices and improve outcomes for consumers affected by DFV.
- Ongoing monitoring and regular review of the overarching system for supporting customers affected by DFV issues.

In FY24, Telstra's dedicated team received an increasing number of contacts from customers affected by DFV. Key statistics include:

- The team answered 27,023 calls and handled 8,587 messaging conversations, reflecting a substantial increase from the 26,551 contacts in FY23.
- As a result, they supported 15,428 unique customers through case management, marking a 33% increase from the 11,555 customers assisted in FY23.
- 6,478 of these cases were referred from the Safe Connections program.

2. Requirements in the Draft Standard could put an *affected person* at risk

The broad definitions within the Draft Standard – and the subsequent application of those definitions – could inadvertently put an *affected person* at risk if amendments are not made. It is imperative that the Draft Standard only requires a provider to act when:

- (a) the *affected person* has self-identified as being in a domestic and family violence situation;
and
- (b) the *affected person* has indicated that they consent for a provider to act.

Telstra strongly asserts that a requirement for a provider to make assumptions about an *affected person's* circumstances and/or act on their behalf could put consumers at risk of harm.



2.1 Providers who ‘suspect’ an individual is or ‘may be’ an affected person could put individuals at risk

The definition of *affected person* includes individuals a provider suspects is, or may be, the subject of domestic and family violence. Further, the use of *affected person* in the Draft Standard mandates that providers act as soon as an *affected person* is identified.

Mandating specific actions be taken based on suspicion alone will lead to unintended consequences (for example misidentification or putting a person in immediate risk if they are unable to discuss their situation) and may not effectively address the needs of those impacted. This could also conflict with a trauma-informed approach to supporting an *affected person*.

In Telstra’s experience supporting *affected persons*, we understand how sensitive these circumstances can be and how important it is that we do not make assumptions. Many *affected persons* prefer to keep their situation private and may not seek help (or the practical effect of the help that can be provided will exacerbate a dangerous situation before the *affected person* is ready). It is highly personal in nature and can be traumatising for the individual.

There are significant risks to individuals if providers are required to suspect a consumer’s situation without specific information being disclosed to the provider. Our staff interact with customers via several channels, including face-to-face, over the phone and via chat. It would be highly inappropriate for our staff to suspect the circumstances of our customers based on these interactions without this information being disclosed. In several channels, it would be impossible for staff to even know whether the individual is in a safe place to discuss their situation. To do so could pose a risk to the safety of individuals if our staff were to raise a highly personal topic without understanding the position the individual is in.

To suspect an individual is an *affected person* is challenging for even the most highly trained specialists. We consider it would be too onerous to expect all staff of telecommunications companies interacting with customers to undergo this highly specialised training and reach the level of competency where they could successfully identify *affected persons* who have not self-identified and manage this in a safe way. We believe that there is a significant risk of misidentification and customers being incorrectly categorised, leading to unnecessary interventions and potential distress.

Implementation Example

Mia visits a store with her partner Jake to upgrade her device. Throughout the conversation, Jake does the majority of the talking and is noticeably frustrated with Mia’s hesitation and indecision.

Alex’s (the staff member) training encourages him to be mindful of subtle signs of control. Alex attempts to talk to Mia about the providers D&FV statement by asking if he can speak to Mia alone for a few moments. Jake gets extremely frustrated and gets in an argument and a physical altercation with Alex.

Telstra recommendation:

We strongly support amending the definition of *affected person* as follows:

affected person: means an individual that identifies themselves to the provider to be the subject of domestic and family violence, including a past, prospective or current consumer



2.2 The Draft Standard should include limited examples of the way in which a consumer may self-identify to be considered an affected person

Telstra supports rules which require us to train our staff to assist an *affected person* customer when an individual has self-identified.

The Draft Standard should include specific guidance on what customer indication / self-identification would include. An analogous example would be clause 15(2) of the *Telecommunications (Financial Hardship) Industry Standard 2024* where the instrument sets out the various ways a customer may indicate they are a financial hardship customer.

Telstra Recommendation:

The Draft Standard should limit the way in which a customer could trigger identification to include:

- mention that they are experiencing domestic or family violence;
- uses any language that, when in context, indicates they are experiencing domestic or family violence, including any of the following terms to describe their situation: abuse, violence, threats, control, or fear; or
- the consumer otherwise indicates that they are experiencing domestic and family violence.

Following the above, we also suggest amendments to section 8(2)(b) of the Standard in relation to suspecting an *affected person*.

2.3 The Draft Standard should only require a provider to act if the affected person confirms or consents to receiving support

A provider should seek the *affected person's* consent prior to taking action. There may be cases in which a consumer will identify as an *affected person* but they may not be ready to take certain actions. The Draft Standard should not require action by the provider that has consequences for the *affected person* without that affected person's informed consent.

Every *affected person's* circumstance is unique, and some people will be reluctant or unable to disclose their situation. It is the customer's choice whether they seek help or not. We believe it is critical to have a flexible customer-centred approach when engaging with affected persons. In the first instance, when a customer identifies themselves as an *affected person*, we may inform the customer about our DFV Statement and options for support without taking any action or making any reference on a person's account to ensure that there is no risk of inappropriate or inadvertent disclosure of the *affected person's* information.

If an *end-user* identifies themselves as an *affected person* – but is not ready to take an action like transferring their service off the account holder (potentially in the alleged perpetrator's name) – there is risk if the provider is obliged to act. That is, if provider is obliged to flag the account as being impacted by domestic violence and stop it from being disconnected, the provider may be put in the position of denying disconnection from the account holder without being able to explain why (or if we did explain why, endanger the affected person).

In this situation, a provider's obligation should be to offer information about its Domestic and Family Violence Statement, support options and refer to external resources. We should respect an *affected*



person's decision about whether to disclose DFV and be identified ('flagged') as an *affected person* in the provider's system.

Implementation Example

Jack's partner is abusive and he has left the relationship, but he needs to disconnect the internet services from his former address. In an online chat with Sam, as part of the provider's standard process, he asks why Jack wishes to disconnect, Jack responds "*I have left an abusive relationship and no longer live at the address*".

Under the Draft Standard, because Sam has identified Jack as an affected person, Sam must provide all the information referenced in part 16(1). Jack is not comfortable by the invasive line of questioning from Sam, when all he wants to do is disconnect his internet. He doesn't see it as the role of his provider to push information on him.

Telstra Recommendation:

The Draft Standard should include a requirement for a provider to advise the consumer about protections and support options under its policy where it communicates with an *affected person* but not take any action in relation to those protections and support options unless the customer consents.

3. Providers cannot comply with provisions in the Draft Standard due to existing regulatory obligations or broad definitions

The Draft Standard includes several provisions which providers will find difficult to comply with because (a) the obligations conflict with existing obligations; or (b) the obligations cannot be operationalised.

3.1 Issues arise in compliance with Draft Standard when the end user is the affected person

The definition of *consumer* in the Draft Standard extends to the *end user* of a service:

consumer means an individual who acquires or uses, or may acquire or use, a telecommunications product which is not for resale, including an account holder or an end-user.

A reference to a consumer includes a reference to an advocate or authorised representative.

A consumer for the purposes of the Draft Standard can be an *account holder* with the direct relationship with the telecommunications provider, or the *end user* of the service. We support this conceptually, and it accords with our experience supporting *affected persons*.

However, several practical limitations arise when we consider how we implement rules for the *affected person* who may be the *end user*. In fact, in some circumstances, the Draft Standard creates a situation where compliance is not possible, or in conflict with a provider's current legal obligations.

3.2 Protecting an Affected Person from Disconnection

The Draft Standard sets out the minimum requirements for DFV policies and procedures in relation to disconnections as follows:

8(1)(c) requires that, where an affected person expresses or indicates concern about their safety – :



- (i) *the person's telecommunications service is not disconnected, unless disconnection is requested by the person; or*
- (ii) *if the person's telecommunications service has been disconnected – the person's service must be reconnected as a matter of urgency, if requested by the affected person;*

This obligation does not consider the complexity of disconnection scenarios, especially when the *affected person* is the *end user*.

There are two circumstances by which an *affected person* may be at risk of having their service disconnected and these differ depending on whether the *affected person* is an *end user* or an *account holder*.

1. An *affected person* is the *end user* of a service, and the *account holder* arranges to have the service cancelled; or
2. An *affected person* (either an *account holder* or *end user*) is in financial difficulty but does not communicate their financial difficulty or seek support under the Financial Hardship Standard. In this circumstance the *affected person* could be disconnected via our credit management process for non-payment.

These are the circumstances under which an individual's service will be disconnected, so it is important the Draft Standard expressly sets out the actions a provider can take to best assist consumers – and protect them from disconnection – in each scenario.

(1) Protecting an *end user* from disconnection

In (1) above, the best way to protect the *end user* is to enable the individual to initiate a change of ownership. The outcome of this is that a new account is created in the *end user's* name and *end user* will be the *account holder* of the transferred service.

Under current arrangements, to prevent disconnection of an *end user*, it is not possible for a provider to simply 'flag' or 'tag' an *end user* who is an *affected person* on the account. To do so would create significant risk for the safety of that *affected person*. This is because the *account holder* has responsibility for the account and is the individual the provider has a contractual relationship with. If an *affected person* who is an *end user* contacts us to self-identify, in the absence of transferring their service to a new account through the process outlined above, it is not possible for a provider to meet the current obligation under the Draft Standard, while also meeting the contractual obligations to the *account holder*. For example, if the *account holder* of the service was to contact us to ask us to disconnect the service, we either: could not provide an answer; or we would need to disclose the reason why this could not occur, potentially creating a risk for the *end user*. It is not a practical to implement these arrangements.

Implementation Example

Jess is the *end user* of a service and is an *affected person* but is not ready to move her services to her own account due to her current safety risk. Under the Draft Standard, the provider is required to ensure the service is not disconnected.

Jess' partner Deon subsequently contacts his provider and wishes to disconnect all services under his account as he is not satisfied with the quality of service he is receiving. The provider informs Deon they are unable to disconnect the mobile service, but cannot clearly articulate why, and tell him he needs to keep paying for his services.



The Draft Standard should include clear steps a provider can undertake to appropriately identify/authenticate an *end user* (and where necessary, prove) that they met the requirements of the Draft Standard. In turn, the Draft Standard should enable a provider to transfer ownership of a service to an *affected person* who is an *end user*.

Telstra Recommendation

Telstra considers the best way to protect *affected persons* who are *end users* from disconnection is for the Draft Standard to include specific exemptions from regulatory obligations to facilitate a change of ownership. This includes specific exemptions from various regulatory obligations regarding consent and notifications required for a change of ownership / title to a service. The natural home for such an exemption to facilitate a change of ownership without notification or required consent of an account holder in these circumstances is the Draft Standard.

The Draft Standard should include clear steps a provider can undertake to appropriately identify/authenticate an *end user* (and where necessary, prove) that they met the requirements of the Draft Standard. In turn, the Draft Standard should enable a provider to transfer ownership of a service to an *affected person* who is an *end user*.

Along with meeting the requirements of the Draft Standard, clear guidance on what would be appropriate steps required to identify an end user would assist in ensuring we meet our privacy obligations to ensure that reasonable steps have been taken to ensure the Quality of PI (APP10).

However, in doing so, consideration should be given to how this may give rise to fraudulent activity. This is especially important given that section 12(4) requires that a provider “*must not require evidence or supporting material which demonstrates that an individual is an affected person*”. In high-risk transactions, particularly where there is a dispute in relation to who is the *affected person*, it may be necessary for there to be an or allowance for a provider to ask for evidence to facilitate the transaction. This may help to minimise the risk of fraud.

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Protecting an *affected person* (*end user* or *account holder*) in financial difficulty from disconnection

Regardless of whether the *affected person* is the *end user* or the *account holder*, management of consumers in financial difficulty is the remit of the *Telecommunications (Financial Hardship) Industry Standard 2024* (the *Financial Hardship Standard*).

The Financial Hardship Standard provides all customers – regardless of the cause of financial hardship – with protections from disconnection. If domestic and family violence is the reason an *affected person* is experiencing financial hardship, they should be afforded protection from disconnection in the same way that others in seeking assistance are provided with protections.



4. Record Keeping and Privacy

Implementing the requirements regarding record keeping and protecting sensitive information and data is the most complex element of the Draft Standard. To ensure that we can meet the obligations in the Draft Standard, and keep records to demonstrate compliance, we will need to implement processes to safely record and secure personal information about *affected persons* that may include sensitive information as defined in the *Privacy Act* or be of increased sensitivity because the individual is experiencing vulnerability.

For example, section 8(1)(i) requires a provider's policy to:

“set out how the provider will protect the privacy and security of affected persons’ accounts, including specialised record-keeping requirements and rules about the handling and disclosure of personal information”.

This implies the affected person has an account with Telstra, which is misaligned with the broad definition of *affected person*.

Section 8(2)(f) requires providers to set out how actions agreed with an *affected person*, and completed, will be recorded in a way that is safe from inadvertent disclosure to alleged perpetrators. The Draft Standard includes a supporting note indicating a provider could record these actions in a separate system to the main account system. This suggestion underestimates the interconnectedness and standardisation through automation of a provider's ecosystem across areas of billing, payments, communications, authentication as well as the contractual relationship between providers and customers. In reality, creating a 'separate system' is likely to be a manual process which is at a much higher risk of being ineffective or inaccurate. Along with data inaccuracy, a manual and inaccurate process could also introduce a security vulnerability which raise concerns from a privacy risk under Australian Privacy Principles 10 and 12. The Draft Standard appears to be focusing on an option to limit visibility of highly sensitive notes, which is an existing obligation under APP 11.

Further, the requirement for a provider to tag or classify an individual as being an affected person may be at odds with how that individual wants to be treated due to their legitimate right to privacy. Categorising *affected persons* may conflict with their preferences due to safety concerns and/or perceptions of risk and genuine feelings of terror and fear. Many individuals may not want to be treated differently or identified, and this can also be related to potential feelings of shame associated with being labelled a victim of abuse. They may believe that a tag could exacerbate their situation or put them in further danger.

The need to capture and retain information is inconsistent with the nature of the relationship between the *affected person* and the provider, which is often transactional, particularly given the sensitivity of the information in this circumstance. We believe the key in this regard is to ensure consumers are aware of Telstra's support options under its DFV Statement and then, ensuring our teams are trained and equipped to resolve the customer issue efficiently and in the moment. Ultimately, our approach must be trauma-informed, ensuring that we respect the autonomy and preferences of *affected persons* while

² <https://www.oaic.gov.au/privacy/australian-privacy-principles> [Australian Privacy Principles | OAIC](#)



providing the necessary support and protection. This means prioritising their safety, privacy, and consent in all interactions and avoiding assumptions about their needs or circumstances.

A provider has a contractual relationship with an *account holder*. In circumstances where the *account holder* is the *affected person*, it is reasonable (but not without risk) to record information relating to the individual's circumstances. However, the same does not apply in circumstances where the *affected person* is the *end user*. Where the *end user* is an *affected person*, there is nothing for a provider to register that fact to, other than the service number itself, which is owned by the *account holder*. In these circumstances, the *account holder* is entitled to records relating to that service, and Telstra has a legal obligation to provide them, if requested, through pre-existing legal and regulatory obligations.

Telstra is concerned that the Draft Standard may result in unintended consequences by which information relating to an *affected person* who is an *end user* being accessible to an alleged perpetrator who is the *account holder*.

Related to the above, under Section 16(3),

“a provider must have systems and processes to protect from disclosure to a perpetrator, details of the affected person’s arrangements, including the affected person’s current address and billing details, and the fact the affected person has been identified or has identified as being an affected person”.

Telstra supports this provision, but its implementation is not infallible. In circumstances where an *affected person* is an *account holder* and they have added and wish to maintain the alleged perpetrator as an authorised representative on the account, a provider has no ability to limit access to some information relating to the account (including service numbers, service and billing address details, and other billing and payment information). The suggestion under the Draft Standard that a provider could keep address and billing details on ‘a separate system’ is not practical and it would not be possible to comply with both that obligation, and other obligations currently in place (e.g. our Billing Accuracy obligations under the TCP Code, or our obligation to pass address details to the IPND).

5. Other Considerations in the Draft Standard

5.1 The Draft Standard should provide guidance regarding when a customer would no longer be considered an affected person

The Draft Standard sets out in detail what actions a provider must take when an individual has been identified as an *affected person*. However, Telstra considers there should be guidance included on steps a provider might consider determining these protections are no longer required.

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Telstra understands it would not be appropriate to choose a timeframe for inclusion in the Draft Standard, as it is likely to be on a case-by-case basis. However, it would be beneficial to provide guidance regarding the types of steps a provider could usefully take to ensure the affected person is considered a candidate for the removal of ongoing protections.



While Telstra recognises the effects of domestic and family can be long-term and ongoing, we do not believe that protections under the Draft Standard should be unlimited - for example protection from disconnection for non-payment, where the Financial Hardship Standard provides payment assistance options to keep a customer connected if they have long term payment assistance needs.

5.2 The Draft Standard should provide guidance for providers in circumstances in which the affected person has been disconnected and the provider may not be able to reconnect them to the same service

The Draft Standard requires that a provider - where a service has been disconnected and requires reconnection – must reconnect the service urgently. It is unclear whether this requires the provider to reconnect the service that has been disconnected or whether it is reconnection of *a* service.

There are circumstances in which a provider – despite best intentions – may not be able to reconnect the service that has been disconnected. For example, the service disconnected may be on a technology that is no longer available; or a mobile number may be re-assigned and not available for reconnection.

Given there is no timeframe contemplated by the drafting, we consider it would be useful to ensure that this obligation is on a best-efforts basis, similar to what was contemplated by the draft TCP Code rules. This would still require the provider to act to reconnect the service if possible but note that it may not be a solution in all circumstances.

5.3 The Draft Standard should make clear that rules regarding communications with affected person do not apply to all communications

The Draft Standard sets out obligations to communicate with an *affected person* via a method identified and agreed with the individual.

Section 15(3) requires that “*a provider must not leave messages or send written communications to an affected person except by the communication method, if any, which has previously been identified and agreed with the affected person...*”.

Telstra’s understanding is that this obligation extends only to communications about issues relating to the Draft Standard. However, without clarification in the drafting, it could be read more broadly to read *all* communications with the customer.

There are several regulatory obligations on providers which require us to communicate *in writing* with our customers. We believe the Draft Standard needs to be amended be clear that that the restrictions on communication with *affected persons* relate only to communications associated with meeting our obligations under the Draft Standard.

Further, there should be acknowledgement that there may be limitations on what is offered as a communication method by the provider (i.e. the *affected person* cannot choose a communication method that is not ordinarily offered by the provider). Finally, it should be noted that some ‘high-risk transactions’ cannot be completed in all contact channels (for example, messaging).

5.4 Extension to Small Business

Given the consumer includes all affected persons, whether they are the account holder or end user, it is unclear what benefit would be attained by extending the definition to small business. Domestic, Family and Sexual Violence occurs to an individual, not a business.



It is certainly the case that individuals operating small businesses – potentially with their alleged perpetrators – will be *affected persons* who should be afforded protections under the Draft Standard.

5.5 Draft Standard should provide clear guidance to a provider to understand how to determine which service/s are protected from disconnection

Understanding the scope of the Draft Standard is particularly important from an implementation perspective. For example, when operationalising steps to prevent an *affected person* from disconnection. It is unclear whether the requirement is to prevent the *telecommunications service* (only) from disconnection, or all the telecommunications products on an account (which may not be associated with an *affected person* if that person is an *end user*) from disconnection.

5.6 Draft Standard should not require providers to maintain up-to-date information about third party domestic and family violence support organisations

Part 3 Section 9(2)(e) requires that providers include information in a DFV Statement about how a consumer can access information from a third party domestic and family violence support organisation. We support this conceptually, but do not believe it appropriate for each provider to maintain information about, and provide up-to-date details on, how to contact third party services. We consider it more appropriate for the ACMA to maintain this information that a provider could direct an *affected person* to. A requirement on each provider under regulation to do this, and have each giving different advice, is not the most suitable solution.

5.7 Exemption from Pre-Paid ID Determination conflicts with requirement to prevent disconnection of an affected person

When activating a pre-paid mobile service, a customer's identity (ID) must be formally verified in accordance with the *Telecommunications (Service Provider – Identity Checks for Prepaid Mobile Carriage Services) Determination 2017* (Prepaid ID Determination). Telstra has an agreement with the ACMA to exempt an *affected person* from providing identification when they are activating a service and handset provided through Telstra's Safe Connections program.

Under this exemption, *affected persons* have 90 days to provide identification to Telstra. If identification is not provided within 90 days (noting that *affected persons* are provided with reminders), the prepaid mobile service will be deactivated.

The Draft Standard's requirement to prevent the *affected person* from disconnection directly contradicts our obligations under the exemption to the Prepaid ID Determination. Telstra suggests that the ACMA consider the interaction between these two instruments, as well as the current exemption, to ensure they do not conflict.

5.8 Implementation timeframes

There are practical impediments for the Standard to commence at, or immediately after, registration, particularly given the requirements in Part 9, which requires consultation with experts in the field. Until the Standard is final, it will be impossible to confirm if our policies and statement, systems and IT builds to automate processes, comply with our obligations.

It is essential that providers are given sufficient time to execute implementation of these obligations and impractical to expect them to be compliant – with appropriate controls to support compliance – in



a short time frame. It is imperative that providers are not required to rush implementation, given the potential risk to individuals.

Further, Telstra has suggested some amendments to the Draft Standard which would have a significant, positive impact on the way in which we can implement and operationalise the obligations in the Draft Standard. We would welcome continued discussions regarding any proposed amendments that arise from the consultation, as this will inform practical implementation lead times and whether we would be recommending delayed commencement of specific clauses.



Appendix A

Consultation Questions

3. Are there any classes of carriers or CSPs that should be exempt from requirements in the DFSV Standard? If so, please provide details on which classes of carriers or CSPs should be exempt, the requirements they should be exempt from and why.	Telstra does not believe there should be exemptions for classes of carriers or CSPs. That is, these important protections should be available to any <i>affected person</i> and should not be dependent upon which CSP/Carrier an individual has contracted with.
4. Should there be exceptions or conditions placed on the application of certain obligations? If so, please provide details on the exceptions or conditions you think would be suitable and why.	If the definition of <i>affected consumer</i> includes past and prospective consumers, it must be very clear in the Draft Standard that the inclusion of these consumers is only relevant 'where applicable'. We will provide support to past customers and prospective consumers. However, there are limitations on what protections we can offer at various times of the customer lifecycle (for example, we cannot keep a past customer connected, nor can we provide service guarantees to a prospective customer). This needs to be made clear in the definitions.
7. Recognising that sexual violence also occurs outside the circumstances of DFV, are there any situations where the requirements under the draft DFSV Standard should apply to CSPs in circumstances where sexual violence has occurred outside of a DFV situation?	No, Telstra believes it is appropriate to limit circumstances in which sexual violence has occurred within a DFV situation. This is because the actions providers can take relate to the use of telecommunications goods and services and this is important in DFV situations.
8. Are there other terms in the draft DFSV Standard: a) where the definition could be improved? Please explain how. b) that should be left undefined? Please explain why. c) that should be defined? Please explain why and provide suggestions.	Please see comments at section 2.1 about definition of <i>affected person</i> .
10. Are there any provisions in the draft DFSV Standard, such as the protections proposed in section 15, that should start on commencement or very soon after (such as by 1 July 2025)?	Please see comments at section 5.8
13. Does the draft DFSV Standard adequately balance the need to keep records to demonstrate compliance with the obligations of the Standard with the need to protect an affected person's privacy and security? If not, please explain why and describe any alternative and/or additional approaches or requirements that could be used to better balance these needs	Please see comments at Section 4 about Privacy and Record Keeping.



14. To what extent, if any, should the DFSV Standard impose obligations on a CSP in relation to its dealings with perpetrators and alleged perpetrators of DFV?	We do not believe it is necessary to impose obligations on a CSP in relation to its dealings with alleged perpetrators.
18. What is the best way to achieve the overarching objective for CSPs to limit or prevent the disclosure of information on invoices, bills and other customer-facing materials? a) If the possibility of suppressing a broader list of services from bills etc, is merited, what should be the process for determining the scope, and a list, of support services? b) Should the suppression of information about DFV services on bills, invoice and customer-facing material be opt in or opt out? c) What specific, if any, phone numbers should be suppressed?	<p>The suppression of information about DFV services on bills, invoice and customer-facing material cannot be an opt-in, opt-out model. Technically, a provider would need to suppress this information for all or for none. As such, this would not be a customer choice but would be achieved at a network level.</p> <p>It may be appropriate to have other services suppressed, but these services should not be listed within the instrument itself.</p> <p>It would be up to the ACMA to maintain a list and give providers adequate time to update the suppression of relevant services as the list changes from time to time.</p>
19. Are there any other free national hotlines, other than 1800 RESPECT, used by DFV-affected persons that should be included in the draft DFSV Standard?	Telstra considers this would be a matter for the ACMA and other DFV experts to determine. This is also true for requirements under Part 3 Section 9(2)(e) - see paragraph 5.6