Telecommunications (Consumer Protections) Industry Standard 2026

The Australian Communications and Media Authority makes the following industry standard under subsection 125(3) of the *Telecommunications Act 1997.*

Dated

DRAFT ONLY—NOT FOR SIGNATURE

Australian Communications and Media Authority

Contents

Part 1—Preliminary

1 Name

This is the *Telecommunications (Consumer Protections) Industry Standard 2026*.

2 Commencement

This industry standard commences on [#date#].

3 Authority

This industry standard is determined under subsection 125(3) of the *Telecommunications Act 1997*.

4 Application of industry standard

This industry standard applies to a carriage service provider in relation to:

(a) the supply, or proposed supply, of telecommunications products to consumers; and

(b) the provider's dealings with consumers and customers in connection with those telecommunications products.

5 Definitions

In this industry standard:

account support means the information that must be provided under subsection 77(2).

Act means the *Telecommunications Act 1997*.

advocate means a person a customer nominates to deal with a provider on their behalf, but does not include an authorised representative or a person who has authority to access the customer’s account information from the provider.

Affordability indicators means metrics to compare the cost of telecommunications products against household or median income levels. Affordability indicators include, but are not limited to:

(a) [Placeholders pending consultation outcome].

app means a software application a carriage service provider makes available for consumers to access information in connection with its telecommunications products and communicate with the provider.

applicable coverage level label description means the relevant description for a given predicted coverage level as set out in Column 2 in Table 3 in Part 2 of Schedule 1 to the Network Coverage Maps Standard.

applicable indicative user experience means the relevant information for a given predicted coverage level as set out in Column 3 in Table 3 in Part 2 of Schedule 1 of the Network Coverage Maps Standard.

applicable industry codes means:

(a) C570: 2024 Mobile Number Portability (MNP) Industry Code;
(b) C540: 2023 Local Number Portability (LNP) Industry Code;
(c) C657: 2024 Inbound Number Portability Industry Code;
(d) C647: 2023 NBN Access Transfer Industry Code; and
(e) C617: 2017 Connect Outstanding Industry Code Incorporating Variation No.1/2023.

Note: Applicable industry Codes are available at https://www.austelco.org.au/.

assisted remote sale means an assisted sale conducted other than in store.

assisted sale means a sale directly facilitated by a provider's sales staff:

(a) in store;
(b) by telephone;
(c) via a live chat service; or
(d) by any other means in which the provider's sales staff engages directly with the consumer in a real time or near real-time conversation.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010*.

authorised estate representative means a person authorised to act in relation to a deceased customer's account, who has appropriate evidence of the customer's death and met the provider's identification requirements or has provided information reasonably required by the provider to verify their identity.

Note 1: A person authorised to act may include, but is not limited to the next of kin, an executor, administrator, trustee of the estate, the lawyer managing the will, or an individual with power of attorney.

Note 2: Appropriate evidence of the customer's death may include, but is not limited to, a death certificate, a notification from the Australian Death Notification Service, letters of administration or documentation from the funeral home.

authorised representative means a person who has authority from a consumer to deal with a provider on behalf of that consumer as their authorised agent.

base salary means a pre-tax annual salary exclusive of superannuation and allowances.

bill means an invoice from a provider which advises a customer of the total of each billed charge.

billed charge means a charge that is due for payment by a customer in respect of a telecommunications product supplied by a provider.

billing period means a period of time in relation to which a billed charge relates.

business customer means a consumer, covered by paragraph (b) and (c) of the definition of consumer, that has entered a consumer contract with a provider.

business customer debt limit has the meaning given by section 52.

business day means a day that is not a Saturday, Sunday or gazetted public holiday in the location of the provider's principal place of business.

business trading check means making enquiries to confirm the existence and identity of the relevant corporation.

CCO Standard means *Telecommunications (Customer Communications for Outages) Industry Standard 2024.*

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au

charge means the amount of money that is charged by a provider under a consumer contract in respect of a telecommunications product supplied by the provider.

charge period means a period of time relating to charges.

CIS means Critical Information Summary.

communication means information, advice and responses to enquiries, given in writing or verbally to consumers by:

(a) personnel of a provider; or

(b) automated systems used by the provider.

Note: Automated systems include AI chatbots and virtual assistants.

communication method means a method by which a provider communicates with a consumer, including by telephone, post, email, SMS, online account, web chat, app or another digital channel.

complaint has the same meaning as in the Complaints Handling Standard.

complaints handling process has the same meaning as in the Complaints Handling Standard.

Complaints Handling Standard means the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018*.

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au.

consumer means:

(a) an individual who acquires or may acquire a telecommunications product for the primary purpose of personal or domestic use and not for resale;

(b) a not-for-profit organisation which acquires or may acquire one or more telecommunications products which are not for resale; or

(c) a business which acquires or may acquire one or more telecommunications products which are not for resale and which, at the time it enters into the consumer contract:

 (i) does not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract; and

(ii) has or will have an annual spend with the provider which is or is estimated on reasonable grounds by the provider to be, no greater than $40,000.

A reference to a consumer includes a reference to the consumer's authorised representative.

consumer contract means an arrangement or agreement between a provider and a consumer for the supply of a telecommunications product to that consumer, including a standard form of agreement formulated by a provider for the purposes of section 479 of the Act.

control mechanism means a mechanism to limit the use of a telecommunications service, such as:

(a) a hard cap;

(b) allowing customers to stop all or part of their telecommunications service within a specific timeframe; or

(c) shaping broadband internet download speeds.

CPI number, for a quarter, means the All Groups Consumer Price Index number (being the weighted average of the 8 Australian capital cities) published by the Australian Statistician for that quarter.

credit assessment means a process used by a provider to determine:

(a) the risk of providing credit to a consumer; and

(b) the consumer's ability to repay a debt.

credit management means the process by which a provider collects outstanding debts from customers.

credit management action means action taken under section 95.

credit management notice means a notice given under Division 3 of Part 8.

Critical Information Summary means a document that summarises offers for a:

(a) telecommunications service; or

(b) telecommunications service with bundled goods.

customer means a consumer who has entered into a consumer contract with a provider and includes a current customer of a provider or former customer who owes money to a provider in connection with their consumer contract.

customer service issue means an enquiry or issue raised by a customer about a telecommunications product, bill, payment or account support that is not a complaint.

DFSV Standard means the *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025*.

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au

direct debit means a payment arrangement under which a customer authorises another party to debit amounts from the customer's bank account, usually on recurring or agreed dates.

disconnection means the termination of a telecommunications service provided to a customer under a consumer contract.

discount means a reduction of the ordinary amount of a charge or billed charge.

domestic violence has the same meaning as in the DFSV Standard.

explicit and informed consent means consent that is voluntarily given by a person after the person has been provided with clear and accurate information about the relevant matter and its consequences.

external credit assessment limit has the meaning given by section 52.

fee-free means free from charges imposed by a provider for processing a payment.

Note: Fees imposed by a provider relates to general processing fees that it has visibility and direct control of (such as card surcharges), but does not include late payment fees.

financial hardship has the same meaning as in the Financial Hardship Standard.

Financial Hardship Standard means the *Telecommunications (Financial Hardship) Industry Standard 2024*.

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au

gaining provider means the provider to which a telecommunications service has been or is to be transferred.

guarantor means a person who agrees to be responsible for a customer's financial obligations under a consumer contract if the customer does not meet those obligations.

hard cap means a limit on data, call or spend usage that, when exceeded, restricts further access to the service to avoid the customer incurring additional fees.

inclusive means forms of communication that are used, and intended to be understood as broadly as possible, regardless of a person's age, ability or circumstances.

industry standard means this industry standard.

insolvency check means making enquiries to confirm the solvency of the relevant corporation.

large provider means a provider with at least 30,000 services in operation on 1 July in that financial year.

live chat service means an electronic communications method a provider makes available for consumers to communicate directly with the provider using real-time communications or near real-time communications.

losing provider means the provider from which a telecommunications service has been or is to be transferred.

machine-readable in relation to information, means presented in a structured digital format that enables the information to be automatically identified, extracted and processed by computer software.

manual payment method means a payment method that allows payment to be initiated by the customer, including payment in person, by telephone, electronically or by mail.

maximum charge information has the same meaning as in the *Telecommunications Service Provider (International Mobile Roaming) Determination 2019*.

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au

maximum performance payment entitlement means the highest amount that a staff member may be entitled to receive as a single performance payment.

minimum quantifiable price means the single price of a telecommunications product, where single price is defined in section 48 of the Australian Consumer Law.

minimum term means the minimum period for which a customer is required to remain bound by a contract for a telecommunications product.

mis-selling includes, but is not limited to, the following conduct:

(a) not complying with any or all of the responsible selling obligations in this industry standard;

(b) making false or misleading claims about a service or product, including its features and price;

(c) not taking all reasonable steps to confirm that a consumer understands what they are buying and what it will cost them;

(d) selling services or products to a consumer that do not meet the needs that the consumer has expressly asked for;

(e) using coercive or harassing behaviour to achieve a sale;

(f) selling a product which the provider had no reasonable confidence would be able to be delivered;

(g) knowingly targeting consumers who are experiencing vulnerabilities that make it hard to make informed purchasing decisions; and

(h) manipulating credit assessment processes to approve a customer's purchase when they would not otherwise be likely to qualify for that purchase.

mobile network coverage map has the same meaning as in the Network Coverage Maps Standard.

National Relay Service has the same meaning as in section 5 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999*.

natural disaster has the same meaning as in section 5 of the CCO Standard.

near real-time communications has the same meaning as in section 5 of the CCO Standard.

network coverage information has the same meaning as in the Network Coverage Maps Standard.

Network Coverage Maps Standard means *Telecommunications (Mobile Network Coverage Maps) Industry Standard 2026.*

Note: That standard is a legislative instrument and is available, free of charge, from the Federal Register of Legislation at www.legislation.gov.au

payment assistance policy has the same meaning as in section 5 of the Financial Hardship Standard.

periodic price means the price for a telecommunications plan over a defined billing period, charging period or recharge validity period.

personal information has the same meaning as in the *Privacy Act 1988*.

personnel means staff, contractors or agents engaged by or on behalf of a provider who are involved, either directly or indirectly, with consumers in Australia.

Example: A senior manager or other manager employed by the provider who has direct or indirect involvement in the provider's dealings with consumers will fall within this definition of "personnel".

plain language means the use of simple, clear and straightforward language that simplifies complex ideas for easier understanding, keeps sentences short, and avoids complicated words.

postpaid service means a telecommunications service that can be used fully or in part prior to being paid for by the consumer.

preferred communication method means a communication method agreed between a provider and a customer under section 21 and includes any agreed preferred time for communications.

prepaid service means a telecommunications service that must be paid for by the consumer before it is used.

protected number means a telephone number which is any of the following:

(a) an emergency service number;

(b) support telephone numbers, as defined in the DFSV Standard;

(c) Lifeline on 131114;

(d) a telephone number that a provider makes available for its customers to contact that provider; or

(e) any other numbers required by law.

protected period means any of the following:

(a) a national public holiday, being a day on which a public holiday is declared by all States and Territories in Australia;

(b) a natural disaster which is occurring in the area of the customer's billing address.

provider means a carriage service provider referred to in section 4.

provider's website means a website operated by a provider and used in connection with the provider's telecommunications products.

quarter means a period of 3 months beginning on 1 January, 1 April, 1 July or 1 October in any year.

real-time communications has the same meaning as in section 5 of the CCO Standard.

receipt means a record of charges paid.

recharge validity period means the set amount of time that a pre-paid service plan or credit remains active.

relevant coverage level label means the relevant label of "Good", "Moderate", "Basic" or "No Coverage" applicable to the relevant location as referred to in subparagraph 7(4)(a)(i) and Table 3 in Part 2 of Schedule 1 of the Network Coverage Maps Standard.

residential customer means a consumer, covered by paragraph (a) of the definition of consumer, that has entered a consumer contract with a provider.

residential customer debt limit has the meaning given by section 52.

restriction means a restriction imposed by a provider on a customer's access to telecommunications services, or a feature of those services, offered for supply by the provider and includes reducing data speeds or imposing spend controls or other usage limits.

restriction point means the threshold at which a restriction is to occur.

rights of use holder means the person who has the right to use the telecommunications service to be transferred.

sales staff means a person engaged, directly or indirectly by a provider, primarily to sell or promote telecommunications products to consumers.

Note: For clarity, a cashier at a retail outlet would not be considered a sales staff for the purpose of this Standard.

security deposit means a sum of money paid by a customer to a provider:

(a) for the purpose of securing the customer's payment of charges in the event of non-payment; and

(b) with the intention of being returned to the customer at the conclusion of the supply relationship between a provider and the customer subject to the customer's payment in full of all charges.

senior executive means a person who has senior management responsibility within a provider and has sufficient authority to perform the relevant function.

service in operation means a service that is both:

(a) a telecommunications service; and

(b) an active service.

Note: A service in operation can be pre-paid or post-paid, and it can be the subject of a contract of fixed duration or can be a service without a minimum term.

SFOA means a Standard Form of Agreement.

shaping means a restriction of the maximum data transfer rate on a telecommunications service that commences when a customer exceeds a specified data allowance.

single price has the same meaning as in the Australian Consumer Law.

spend management tool means a tool available to a customer or applied by a provider to assist the customer to take timely action to limit or manage their expenditure or usage allowance on a particular telecommunications service.

special promotion means an offer of limited duration, limited quantity or offered to a limited sub-set of consumers.

Standard Form of Agreement means an agreement formulated for the purposes of section 479 of the Act.

support and assistance means measures that assist a consumer to engage with a provider, understand information, access telecommunications services, maintain telecommunications services, communicate with the provider, or exercise rights under this industry standard.

suspension means a suspension imposed by a provider on a customer's access to a telecommunications service, excluding access to emergency service numbers.

telecommunications goods means any goods supplied by a provider for use in connection with the supply of a telecommunications service, whether or not the goods are supplied in conjunction with, or separately from, a telecommunications service.

telecommunications needs means telecommunications products that meet a consumer's needs, usage and accessibility requirements, and financial circumstances.

telecommunications product means telecommunications goods or a telecommunications service.

telecommunications service means:

(a) a listed carriage service or any service supplied by a provider in connection with that service; and

(b) a content service (other than a subscription broadcasting service or a subscription narrowcasting service) provided by a provider in connection with the supply of a listed carriage service.

telecommunications service with bundled goods means a telecommunications service where the provider requires a mandatory telecommunications good to be purchased by a customer to access its telecommunications service.

Note: For example, a modem necessary to enable access to the service is included as part of the plan.

third party charges means charges collected by a provider on behalf of another commercial entity, for any goods and services provided by that other commercial entity.

transfer means the transfer of all or part of a consumer's telecommunications service from the losing provider to the gaining provider.

upfront service only contract means a consumer contract under which all charges for the telecommunications service are payable in advance and the customer cannot incur a debt to the provider in relation to the service.

unassisted sale means a sale completed by a customer without assistance from personnel of a provider or a third party acting for the provider.

unresolved complaint means a complaint that has not been finally resolved or closed in accordance with the provider's complaint handling process.

unsolicited consumer agreement has the same meaning as in the Australian Consumer Law.

usage information means information about how a customer has used their telecommunications service, such as data use, call records and SMS volume.

usage notifications means a notification provided to a customer about their usage of a telecommunications service or their expenditure in relation to the service, including notifications issued when specified usage or expenditure thresholds are reached.

vulnerable circumstance means circumstances that may be temporary, ongoing or intermittent that affect a customer's use of a telecommunications service, and may arise from financial hardship, disability, domestic, family or sexual violence, age, illness, language barriers, natural disasters or other circumstances affecting a consumer's ability to access or maintain telecommunications services.

Note: A number of other expressions used in this instrument are defined in the Act, including the following:

(a) ACMA;
(b) carriage service;
(c) carriage service provider;
(d) carrier;
(e) emergency service number;
(f) listed carriage service; and
(g) Telecommunications Industry Ombudsman.

6 References to other instruments

In this industry standard, unless the contrary intention appears:

(a) a reference to any other legislative instrument is a reference to that other legislative instrument as in force from time to time; and

(b) a reference to any other kind of instrument is a reference to that other instrument as in force from time to time.

Note 1: For references to Commonwealth Acts, see section 10 of the *Acts Interpretation Act 1901*; and see also subsection 13(1) of the *Legislation Act 2003* for the application of the *Acts Interpretation Act 1901* to legislative instruments.

Note 2: For references to instruments that are not legislative instruments, see section 589 of the Act.

Note 3: All Commonwealth Acts and legislative instruments are registered on the Federal Register of Legislation, which may be accessed free of charge at www.legislation.gov.au.

Part 2—Organisational Culture and Governance

Division 1—General obligations

7 Objects of this Part

The objects of this Part are to promote outcomes whereby providers:

(a) establish and maintain governance arrangements that support the delivery of fair and effective consumer outcomes under this industry standard;

(b) provide personnel with the training, resources and support necessary to meet the requirements of this industry standard;

(c) monitor and provide assurance that appropriate consumer outcomes are being delivered; and

(d) promote a culture that supports fair and effective consumer outcomes.

8 Provider's policies, processes, procedures, training and support materials

(1) A provider must establish, implement and maintain written policies, processes, procedures, training and support materials that address all obligations that apply to the provider under this industry standard.

(2) The policies, processes, procedures, training and support materials referred to in subsection (1) must include policies and processes for taking action when those policies, processes, procedures or training requirements are not followed.

(3) The policies, processes, procedures, training and support materials must:

(a) be clear, current and accessible to relevant personnel;

(b) be appropriate to the provider's size, customer base and service offerings; and

(c) support personnel to perform their functions in a manner that enables the provider to meet its obligations under this industry standard.

(4) A provider must review and update the policies, processes, procedures, training and support materials referred to in subsection (1):

(a) at least annually;

(b) as soon as reasonably practicable after a substantive change to this industry standard or to the provider's systems, processes or operations that may affect provider's ability to meet its obligations under this industry standard;

(c) as soon as reasonably practicable after a finding that the provider has breached this industry standard; and

(d) where the provider identifies that those policies, processes, procedures, training or support materials are not enabling the provider to meet its obligations under this industry standard.

Division 2—Governance and accountability

9 Accountability for governance arrangements

(1) All providers that are not large providers must have a senior executive approve and be responsible for:

(a) the implementation and operation, review and updating of the provider's policies, processes, procedures, training and support materials established under section 8; and

(b) the provider’s compliance with those policies, processes, procedures, training and support materials.

(2) Large providers must require their Chief Executive Officer (or equivalent) to:

(a) approve the provider's policies, processes, procedures, training and support materials established under section 8; and

(b) be responsible for the provider’s compliance with those policies, processes, procedures, training and support materials.

(3) For large providers, a different senior executive to the Chief Executive Officer (or equivalent) must be responsible for:

(a) reviewing and updating the provider's policies, processes, procedures, training and support materials; and

(b) the implementation and operation of those policies, processes, procedures, training and support materials.

(4) A provider must provide each person referred to in subsections (1), (2) and (3) with sufficient authority and resources to perform the functions required under those subsections.

Division 3—Training of personnel

10 Application of training obligations

This Division applies to:

(a) personnel who have contact with consumers; and

(b) managers of those personnel.

11 Training requirements

(1) A provider must provide all personnel, to whom this Division applies, with training that covers:

(a) the requirements of this industry standard;

(b) how to communicate with consumers fairly, effectively and in a manner appropriate to the consumer’s needs;

(c) recognising and responding appropriately to consumers experiencing vulnerable circumstances;

(d) communication with authorised representatives and advocates;

(e) awareness of First Nations history, language and culture and the unique needs and common barriers experienced by First Nations consumers in acquiring and using telecommunications products; and

(f) awareness of the needs of consumers from culturally and linguistically diverse backgrounds, including cultural factors that may affect a consumer’s engagement with the provider.

(2) In addition to the training required by subsection (1), a provider must provide all personnel, to whom this Division applies, with training in all parts of this industry standard relevant to the functions they perform.

(3) The training provided under subsections (1) and (2) must include an assessment component designed to test the knowledge of personnel of the matters on which the personnel are required to receive training under those subsections.

12 Timing of training

A provider must require personnel to satisfactorily complete the assessment referred to in subsection 11(3):

(a) before first undertaking consumer interactions;

(b) before undertaking consumer interactions that are materially different from those for which the personnel have previously been trained;

(c) as soon as reasonably practicable, and no later than 3 months after a substantive change to:

(i) this industry standard; or

(ii) the provider’s systems, processes or operations relevant to the personnel's role;

(d) as soon as reasonably practicable after the provider has reviewed and updated training following a finding that the provider has breached this industry standard;

(e) when changes to a person's role create new obligations under this industry standard; and

(f) at least annually.

Division 4—Monitoring

13 Monitoring personnel adherence to policies and procedures

(1) A provider must develop and implement an internal monitoring program to assess whether personnel are complying with the provider's policies, processes, procedures, training and support materials established for the purposes of this industry standard.

(2) The monitoring must:

(a) cover all obligations under this industry standard that are relevant to the functions performed by those personnel;

(b) assess whether personnel are complying with those policies, processes, procedures, training and support materials, and assess the effectiveness of those policies, processes, procedures, training and support materials; and

(c) be conducted and documented at least each quarter.

Part 3—Supporting consumers and identifying needs

14 Objects of this Part

The objects of this Part are that providers:

(a) give consumers readily accessible, clear and accurate information about telecommunications products and associated charges;

(b) support consumers to access and maintain telecommunications services appropriate to their needs and circumstances;

(c) identify and respond appropriately to the needs of consumers experiencing vulnerable circumstances;

(d) establish and use consumers' preferred communication methods unless required to do otherwise; and

(e) inform consumers about options available to obtain support and assistance under this industry standard.

15 Relationship with other consumer protection standards

This Part operates in addition to the DFSV Standard and the Financial Hardship Standard. However, to the extent of any inconsistency between a provision of this Part and a provision of either of those Standards, the provision of the other Standard prevails.

16 Clear, accessible and inclusive communications and information

General communication requirements

(1) A provider must communicate information to consumers:

(a) in plain language;

(b) in a clear, relevant and accurate manner;

(c) in a way that is inclusive and appropriate to the consumers’ needs and circumstances;

(d) in a way that is appropriate for consumers experiencing vulnerable circumstances; and

(e) through a combination of digital and non-digital communication methods appropriate to the provider's customer base and service offerings.

(2) Information provided to consumers must be:

(a) readily accessible;

(b) free from material omissions;

(c) relevant and current;

(d) provided in a digitally accessible format where the information is provided digitally; and

(e) provided in a timely manner.

17 Language assistance

(1) If a provider provides information, or targeted advertising, in a language other than English, the provider must, free of charge to the consumer, provide

sufficient information in that language to enable the consumer to make an informed decision about the telecommunications products offered, including:

(a) the principal message of the offer;

(b) the main terms and conditions; and

(c) the costs of the telecommunications products.

(2) If a provider provides information or targeted advertising in a language other than English, the provider must make assistance available in that language, free of charge to the consumer, in relation to communications, customer support, complaints, billing and other customer interactions covered by this industry standard.

Note: Assistance may include providing access to personnel, interpreter services, translated information, or other support appropriate to the provider's customer base and service offerings.

18 Publicly available support information

A provider must make the following information publicly available, including on the provider's website, free of charge to the consumer:

(a) contact details for interpreter services in multiple languages;

(b) contact details for the National Relay Service; and

(c) information about translation tools or services that a consumer may use to translate key information.

19 Digital accessibility requirements

Within 12 months after the commencement of this industry standard, a provider's digital content must comply with the current Web Content Accessibility Guidelines.

Note: The current version of the Web Content Accessibility Guidelines is WCAG 2.2. The Web Content Accessibility Guidelines are available free of charge at: https://www.w3.org/TR/WCAG22/ and https://www.w3.org/WAI/standards-guidelines/wcag/.

20 Supporting consumers and identifying needs

(1) A provider must take reasonable steps to identify:

(a) a consumer's telecommunications needs; and

(b) whether a consumer may be experiencing vulnerable circumstances.

(2) For the purposes of subsection (1), a provider must establish and implement processes that are non-discriminatory and sensitive to consumer needs and that:

(a) proactively identify consumers who may be experiencing vulnerable circumstances;

(b) recognise indicators that a consumer may require additional support;

(c) provide consumers with reasonable opportunities to disclose relevant needs or circumstances; and

(d) support personnel to respond appropriately to consumers where a provider identifies, or reasonably suspects, that a consumer may be experiencing vulnerable circumstances.

(3) If a provider identifies, or reasonably suspects, that a consumer may be experiencing vulnerable circumstances, the provider must:

(a) advise the consumer of the support and assistance offered by the provider to help the consumer engage with the provider and obtain services from it in light of the consumer's circumstances; and

(b) ask the consumer whether they wish to access further information, support or assistance.

(4) The support and assistance offered to a consumer under subsection (3) must be appropriate to the consumer’s needs and circumstances.

21 Communication methods and support channels

(1) A provider may communicate with customers through multiple communication methods that are appropriate to the provider’s customer base and service offerings.

(2) If a customer requests a preferred communication method from those offered by the provider the provider must take reasonable steps to establish the customer’s preferred communication method and, where relevant, the preferred time for communications.

(3) If:

(a) a customer indicates that they wish to access support or assistance from the provider; or

(b) a provider identifies, or reasonably suspects, that a customer may be experiencing vulnerable circumstances;

the provider must take reasonable steps to establish the customer’s preferred communication method and, where relevant, the preferred time for communications.

(4) The communication method, and any preferred time for communications, agreed between the provider and the customer constitutes the customer’s preferred communication method.

(5) The provider and customer may agree on one or more preferred communication methods, one of which must allow for written communications.

(6) Subject to subsections (7) and (8), if a preferred communication method has been established under subsection (4), the provider must use that communication method.

(7) Subsection (6) does not apply if the provider is under a legal obligation to communicate with the customer using a different communication method.

(8) Subsection (6) does not apply if the customer provides their explicit and informed consent to the use of a different communication method for a particular communication.

(9) If a customer has a preferred communication method, the provider must document that method and:

(a) relevant personnel must be able to access, and be required to use, that information for the purpose of providing support and assistance; and

(b) the information must be updated as soon as reasonably practicable if the customer requests a change.

22 Ongoing support

(1) Where a customer has sought support or assistance from a provider, the provider must:

(a) keep the customer informed about that matter in accordance with the customer's preferred communication method, if any; and

(b) act in accordance with any agreed support arrangements with the customer.

(2) If a provider becomes aware that a customer's circumstances have materially changed, the provider must:

(a) review whether the agreed support arrangements remain appropriate; and

(b) update those arrangements as soon as reasonably practicable where necessary.

(3) Where a customer is seeking support or assistance, or when support or assistance is in place, a provider must take reasonable steps to minimise the number of times the customer is required to repeat or explain their circumstances.

23 Evidence of vulnerable circumstances

(1) A provider may request evidence or supporting material relating to a customer's vulnerable circumstances only where:

(a) the request is reasonably necessary for a purpose under this industry standard; or

(b) the request is required by or under a law of the Commonwealth, a State or a Territory.

(2) Before requesting evidence or supporting material under subsection (1), a provider must:

(a) rely, to the extent reasonably practicable, on information already available to the provider; and

(b) consider whether the purpose could reasonably be achieved without obtaining additional evidence.

(3) If a provider requests evidence or supporting material under subsection (1), the provider must:

(a) request only the minimum information reasonably necessary for the relevant purpose; and

(b) explain why the information is required.

(4) A provider must not refuse to provide support or assistance or decline to consider a request for support or assistance, solely because a customer does not provide evidence or supporting material requested under subsection (1).

(5) Subsection (4) does not prevent a provider from:

(a) taking reasonable and proportionate steps to verify the identity or authority of a person making a request;

(b) assessing, on the information reasonably available, whether the request is genuine; or

(c) refusing the request if the provider is satisfied on reasonable grounds that the request is fraudulent or forms part of attempted fraud.

(6) A failure to provide evidence or supporting material requested under subsection (1), is not, in and of itself, sufficient to establish that a request is fraudulent or is made as part of attempted fraud.

Note: A provider may take reasonable steps to protect a customer's account or telecommunications service if the provider reasonably suspects that a request is being made by a person who is not authorised to act for the customer.

(7) Evidence or supporting material requested under subsection (1) may include:

(a) a statement by the customer about the customer's circumstances; or

(b) other information reasonably capable of supporting the existence or effect of the relevant vulnerable circumstances.

Note: Information referred to in paragraph (7)(b) may include information from a government agency, health practitioner, financial counsellor, legal assistance provider, community or crisis support service, court or police authority, or another person or body with knowledge of the customer's circumstances. These examples are not exhaustive, and no particular document or type of information is required under this section.

(8) A provider must establish and implement processes so that information relating to a customer's vulnerability is:

(a) accessible only to personnel who are authorised and appropriately trained; and

(b) handled confidentially and respectfully.

24 Appointment of authorised representatives

(1) A provider must allow a customer to appoint, vary or remove an authorised representative through a simple and accessible process.

(2) A provider must obtain the customer's authorisation before accepting a person as the customer's authorised representative.

(3) For the purposes of subsection (2), the customer's authorisation must include:

(a) a letter of authorisation or other document;

(b) a copy of a relevant power of attorney or other legal authority; or

(c) another form of authorisation reasonably required by the provider.

(4) A provider must make the following information about authorised representatives available to customers:

(a) that a customer may appoint an authorised representative to act on the customer's behalf;

(b) how an authorised representative may be appointed;

(c) the actions an authorised representative may take, and the information an authorised representative may access, in relation to the customer's account or telecommunications products;

(d) that the customer may determine the scope of the authorised representative's authority, including by granting full or limited authority;

(e) how the authority may be varied or removed;

(f) any privacy, safety or security implications of appointing, varying or removing an authorised representative; and

(g) that the provider will deal with an authorised representative only within the scope of the authority granted by the customer.

(5) If a customer raises privacy, safety or security concerns regarding an authorised representative, the provider must take reasonable steps to:

(a) advise the customer what the authorised representative can access or do, and that the customer may vary or remove the authorised representative;

(b) discuss measures that may improve the customer's privacy, safety and security, including changing the level of, or removing, the authorised representative's authority; and

(c) implement any option requested by the customer to improve the customer's privacy, safety and security, where reasonably practicable.

25 Advocates

(1) A provider must allow a customer to nominate, vary or remove an advocate through a simple and accessible process.

(2) Where a customer has nominated an advocate, a provider must obtain the customer’s authorisation before communicating with an advocate about the customer's account or telecommunications products.

(3) A provider must explain to a customer that an advocate:

(a) is not authorised to make decisions or give instructions on the customer's behalf solely because they are an advocate; and

(b) may only access information or perform actions authorised by the customer and permitted by law.

(4) A provider must not allow an advocate to establish, transfer, disconnect or make changes to a customer’s account or telecommunications service, unless:

(a) the advocate is also the customer's authorised representative; or

(b) the customer is present and provides explicit and informed consent to the relevant action.

26 Tools for preventing unauthorised account access

A provider must make publicly available, including on its website and free of charge, information about:

(a) any tools the provider offers to prevent unauthorised access to, or use of, a customer account or telecommunications service; and

(b) any fees or charges associated with those tools.

Part 4—Responsible selling: advertising and pre-sale information

27 Objects of this Part

The objects of this Part are to ensure that consumers are provided with advertising and pre-sale information so that they can:

(a) understand and compare telecommunications products; and

(b) make informed decisions about telecommunications products that meet their needs and circumstances.

28 Advertising Plans

General Requirements

(1) A provider's advertising for telecommunications products must:

(a) be appropriate for the advertising medium; and

(b) not rely on disclaimers to correct or qualify the principal message conveyed by the advertisement.

Minimum content of advertising

(2) A provider must prominently display the following information in advertising for a telecommunications product, where applicable:

(a) the minimum periodic price;

(b) the minimum quantifiable price;

(c) the key inclusions of the telecommunications product, including call, text and data inclusions and upload and download speeds; and

(d) any significant limitations, exclusions or qualifications likely to affect a consumer's decision whether to acquire the product.

Additional pricing information

(3) If the relevant amounts can be reasonably calculated when the advertisement is published, and the telecommunications product is not unlimited or subject to shaping, a provider must include, where applicable to the service type:

(a) the cost of 1Gb of data;

(b) the cost of a standard 2-minute national call, including any flagfall;

(c) the cost of a standard national SMS; and

(d) international roaming charges, including any maximum charges.

Relationship with Critical Information Summary (CIS)

(4) A provider is not required to include all pricing information in an advertisement if:

(a) the advertisement includes sufficient information to enable a consumer to make a meaningful comparison between telecommunications products; and

(b) the complete pricing information is set out in a CIS that complies with section 29.

Advertising for special promotion

(5) In addition to subsection (2), a provider that advertises a special promotion must:

(a) clearly identify that the offer is a promotion;

(b) clearly distinguish the promotional terms from the terms of the underlying telecommunications product; and

(c) include the following information, where applicable:

(i) the minimum periodic price of the underlying telecommunications product;

(ii) any eligibility requirements;

(iii) the duration of the special promotion, including the end date; and

(iv) any exclusions, limitations or conditions that apply to the special promotion.

Network and performance claims

(6) A provider's advertising that includes claims about network coverage, broadband speeds or performance, must:

(a) be capable of substantiation;

(b) where the provider is not the carrier, disclose the identity of the carrier providing the telecommunications service; and

(c) in the case of a claim about mobile network coverage, be consistent with the relevant mobile network coverage map and network coverage information prepared under the Network Coverage Maps Standard.

29 Critical Information Summary

(1) A provider must prepare and maintain a CIS for each:

(a) telecommunications service; and

(b) telecommunications service with bundled goods.

(2) Subsection (1) does not apply to a special promotion if a CIS exists and is made available in accordance with section 31 for the underlying telecommunications product.

(3) A provider's CIS must:

(a) be written in plain language;

(b) be concise;

(c) be available free of charge; and

(d) comply with the content requirements specified in section 30.

30 Critical Information Summary - minimum content

(1) The CIS must include the following information:

General information

(a) the name of the provider;

(b) the name and description of the plan;

Pricing information

(c) the minimum periodic price;

(d) the maximum periodic price, where reasonably capable of being calculated at the time the CIS is prepared;

(e) any other fees or charges that may apply;

Inclusions and usage

(f) call, text and data inclusions;

(g) any limitations, exclusions or qualifications applying to those inclusions;

Contract terms

(h) the minimum term;

(i) details of any mandatory telecommunications products, including any separate costs;

Payment information

(j) when payments must be made;

(k) whether charges are payable before or after the telecommunications service is provided;

(l) available mandatory payment methods, including at least two fee-free payment methods, one of which must be a manual payment method;

(m) any fees or charges associated with mandatory payment methods;

(n) information about any other payment methods offered by the provider;

(o) for direct debit payments, any options relating to payment date flexibility;

Termination and changes

(p) any early termination charges and when those charges are payable;

(q) the consequences of changing or terminating the telecommunications service on other telecommunications products used by the customer, including, but not limited to, whether the customer will be required to pay out any remaining balance for a telecommunications product in their next bill;

Telecommunications goods repayment information

(r) information to assist customers to determine any remaining telecommunications goods repayments and how those amounts are to be paid;

Key documents and links

(s) a prominent and clearly identifiable direct link to the applicable SFOA (or equivalent agreement);

(t) a prominent and clearly identifiable direct link to any applicable fair use policy;

Contact information

(u) contact details for customer service;

(v) information about the provider's complaints handling process;

(w) contact details for interpreter services in multiple languages;

(x) contact details for the National Relay Service; and

(y) contact details for the Telecommunications Industry Ombudsman, including a statement that the Ombudsman provides a free and independent dispute resolution service.

Additional Pricing information

(2) If the relevant amounts can be reasonably calculated and the telecommunications product is not unlimited or subject to shaping, a CIS must also include the cost of, where applicable to the service type:

(a) 1Gb of data;

(b) a standard 2-minute national call, including any flagfall;

(c) a standard national SMS;

(d) call and data usage not included in the telecommunications product; and

(e) international roaming, including maximum charges.

(3) The information referred to in paragraph (1)(n) about other payment methods offered by the provider and paragraph (2)(e) about international roaming charges and conditions, may be provided by a prominent and clearly identifiable direct link contained in the CIS.

31 Availability of Critical Information Summary

(1) A provider must:

(a) publish the machine-readable CIS on its website through a prominent and clearly identifiable direct link adjacent to the relevant telecommunications product;

(b) provide a digital or physical copy of the CIS in store;

(c) if offering a special promotion, make available the CIS for the underlying telecommunications product in accordance with this subsection.

Withdrawn products

(2) A provider must provide a CIS on request for a withdrawn telecommunications product used by existing customers that complies with either:

(a) this industry standard; or

(b) the relevant regulatory requirements in force at the time the consumer entered into the consumer contract.

32 Standard terms and conditions for consumers

Requirement to have a standard agreement

(1) A provider must have a SFOA (or equivalent agreement) for all telecommunications products.

Accessibility of agreement

(2) A provider must make a SFOA (or equivalent agreement):

(a) accessible on its website; and

(b) available to consumers free of charge.

Linking agreements to products

(3) A provider must provide a prominent and clearly identifiable direct link between each telecommunications product and the applicable SFOA (or equivalent agreement).

Relationship with CIS

(4) A provider must include a link to the applicable SFOA (or equivalent agreement) in the CIS in accordance with paragraph 30(1)(s).

33 Standard website information for consumers

(1) A provider must make publicly available on its website, free of charge, information about its telecommunications products.

(2) The information must include:

Product information

(a) information about what type of equipment is compatible with the provider's telecommunications service;

Post-sales support

(b) information about post-sales support;

(c) any associated fees and charges;

Cancellation and disconnection

(d) how a customer may request a cancellation or disconnection;

(e) the consequences of cancellation or disconnection;

Non-payment

(f) the consequences of non-payment or repeated late payment on the provision of current or future telecommunications products;

International roaming

(g) information about international roaming, including activation, deactivation and maximum charges; and

Carrier information

(h) if the provider is not the carrier,

(i) the name of the carrier providing the telecommunications service in Australia;

(ii) a statement that the provider is responsible for the service; and

(iii) whether the provider is affiliated with the carrier.

34 Information for consumers with disabilities

(1) A provider must make available information to assist consumers with disabilities to identify and acquire suitable telecommunications products.

(2) The information under subsection (1) must:

(a) be published on the provider’s website;

(b) be available in store, on request, in a format appropriate to the consumer’s needs;

(c) include details about the accessibility features of telecommunications products; and

(d) align with recognised accessibility standards, including:

(i) the Information on Accessibility Features for Telephone Equipment Code C625:2020; and

(ii) the Mobile & Wireless Forum Global Accessibility Reporting Initiative.

Part 5—Responsible selling: sales, contracts and credit assessments

35 Objects of this Part

The objects of this Part are to ensure that consumers:

(a) benefit from responsible sales practices;

(b) are provided with information necessary to make informed decisions before acquiring telecommunications products;

(c) are not sold telecommunications products that are unlikely to meet their needs having regard to their financial and other circumstances;

(d) have access to appropriate remedies where:

 (i) a sale contravenes this Part;

 (ii) their decision making at the time of the sale was affected by vulnerable circumstances; or

 (iii) mobile coverage does not meet their reasonable expectations; and

(e) are assessed fairly and appropriately before entering into consumer contracts that may result in debt owed to a provider.

36 Responsible selling

A provider must:

(a) act fairly when selling or promoting telecommunications products;

(b) provide consumers with information necessary to make informed decisions; and

(c) not sell telecommunications products that are unsuitable having regard to the consumer's disclosed needs, circumstances and financial situation.

37 Prohibition on undue pressure

A provider must not, when selling or promoting telecommunications products, engage in conduct that:

(a) pressures, harasses or intimidates a consumer; or

(b) is likely to induce a consumer to acquire products that are not appropriate having regard to the consumer's disclosed needs and circumstances and the provider's affordability and credit risk assessments.

38 Assisted sales

Prior to completing an assisted sale of telecommunications products, a provider must:

(a) make reasonable inquiries to understand the consumer's needs and circumstances, including their intended use of the product;

(b) inform the consumer of telecommunications products that may be suitable, having regard to:

 (i) cost, including cost relative to other telecommunications products offered by the provider;

(ii) features, including inclusions, restrictions, data and speed; and

(iii) contract type, including whether the product is prepaid or postpaid and the length of any contract term; and

(c) assist the consumer to access further relevant information about the provider’s telecommunications products that may suit their specific disclosed needs or circumstances to support their decision-making.

39 Third party sales

(1) A provider remains responsible for compliance with this Part where telecommunications products are sold on its behalf by a third party.

(2) A provider that uses a third party to sell its telecommunications products must establish and maintain arrangements that are reasonably designed to ensure compliance with this Part.

(3) Without limiting subsection (2), the arrangements must include requirements for the third party to comply with obligations that are designed to ensure compliance with this Part.

40 Sales incentive arrangements

Performance remuneration policy

(1) A provider that offers performance payments or other monetary or non-monetary sales incentives to sales staff, whether awarded to an individual staff member or as part of a team, store, business unit or similar arrangement, must prepare and implement a written performance remuneration policy that:

(a) sets out each performance metric, and its respective weighting, that contributes to the maximum performance payment entitlement available to staff;

(b) requires that performance metrics relating to sales volume or sales value do not incentivise, directly or indirectly, the sale of particular telecommunications products over others;

(c) limits the combined weighting of performance metrics relating to the volume or value of sales as contributing to no more than 30% of a staff member's maximum performance payment entitlement;

(d) includes one or more performance metrics based on customer feedback scores, which contribute a combined total of no less than 70% of a staff member's maximum performance payment entitlement;

(e) promotes responsible selling practices, including the identification and management of customer vulnerability, suitability and explicit and informed consent considerations;

(f) caps a staff member's maximum performance payment entitlement at no more than 20% of their base salary;

(g) is approved by the provider's:

(i) Chief Executive Officer (or equivalent) for a large provider; or

(ii) senior executive for all other providers;

(h) only permits the paying of a performance payment if the provider, after reasonable inquiry, has not identified any conduct by the staff member that would make payment inconsistent with this Part; and

(i) identifies the senior executive nominated under subsection (3).

(2) For the purposes of this section, a sales incentive includes any monetary or non-monetary reward provided directly or indirectly to sales staff, whether awarded to:

(a) an individual sales staff member;

(b) a team of sales staff;

(c) a retail store or sales outlet;

(d) a business unit; or

(e) any other group of staff.

(3) A large provider must nominate a senior executive, other than the Chief Executive Officer (or equivalent), who is responsible for:

(a) reviewing the performance remuneration policy at least annually; and

(b) updating the performance remuneration policy as soon as practicable and no later than one month after becoming aware that it is not supporting outcomes consistent with the objects of this Part.

Performance payments

(4) A provider must only make performance payments to sales staff in accordance with this section and a performance remuneration policy prepared in accordance with subsection (1).

(5) If a provider becomes aware that a staff member has engaged in a sale in breach of the obligations in this Part it must:

(a) withhold any unpaid performance payments, or other monetary or non-monetary rewards to which the relevant sale contributed;

Note: For example, if a sale in breach of the obligations in this Part contributed to the awarding of a specific store as the provider's "top selling store", the staff member must not benefit from any rewards provided to the staff of that store.

(b) if a performance payment relating to that sale has already been paid, take reasonable steps, to the extent lawfully permitted, to recover the amount; and

(c) restrict eligibility for any future performance payments for a minimum period of three months.

(6) A provider must retain records:

(a) of each version of the performance remuneration policy;

(b) of performance payments made; and

(c) of investigations into staff non-compliance.

41 Quarterly reporting

(1) Within 30 business days after the end of each quarter, a provider must provide to the ACMA, in writing, a report that includes:

(a) details of all instances of mis-selling of which the provider is aware that occurred during the quarter to which the report relates; and

(b) details of any instances of mis-selling that occurred during an earlier reporting period but were not included in a previous report because the provider was unaware of them when the previous report was prepared.

(2) The first report prepared under subsection (1) must be submitted:

(a) by a large provider, within 30 business days after the end of the first quarter following commencement of this section; and

(b) by a small provider, within 30 business days after the end of the first quarter commencing 12 months after commencement of this section.

42 Provision of Critical Information Summary – CIS

Requirement

(1) Prior to completing a sale of telecommunications services or telecommunications services with bundled goods, to a consumer, a provider must:

(a) provide the CIS; and

(b) obtain the consumer's acknowledgment that the CIS was provided and maintain records of that acknowledgment.

Method of provision

(2) A provider must provide the CIS:

(a) if the sale is an assisted sale in person – as a digital or a physical copy;

(b) if the sale is an assisted remote sale – as a downloadable or emailed copy; or

(c) if the sale is an online sale – as a downloadable digital copy.

(3) For the purposes of paragraph 1(a), the CIS must be provided as a separate document from the SFOA (or equivalent agreement) and any other contractual terms that must be provided to the consumer before entering into a consumer contract.

Exceptions

(4) Subsection (1) does not apply if the sale is:

(a) for a pre-paid service with no ongoing liability;

(b) an unsolicited consumer agreement under the Australian Consumer Law; or

(c) an assisted remote sale and the consumer expressly opts out of receiving the CIS at the time of sale.

(5) Where an exception under subsection (4) applies, a provider must provide the CIS:

(a) where the service is prepaid, at the time of order summary or during activation;

(b) where the sale is an unsolicited consumer agreement, at the same time and in the same manner as they are required to provide the customer with a copy of the unsolicited consumer agreement under section 78 of the Australian Consumer Law; and

(c) where the consumer opts out prior to sale, within 5 business days of the sale via post or email (with consumer's explicit and informed consent).

(6) When making an assisted remote sale a provider may advise the consumer that they may choose to opt out of their right to receive the CIS prior to the sale but must not otherwise encourage the consumer to do so.

43 Information to be provided prior to sale – Information relating to offer

(1) A provider must clearly explain the following information before completing a sale of telecommunications products, to the extent applicable:

(a) the minimum periodic price;

(b) the minimum term of the offer;

(c) termination costs;

(d) the duration of any promotions, discounts or benefits;

(e) any ongoing repayment obligations relating to telecommunications goods;

(f) the remedies available under sections 45, 46, 47 and 48 prior to completing a sale; and

(g) the consequences that cancelling the telecommunications product may have on any other telecommunications products.

(2) A provider must identify and explain the information in subsection (1) to the consumer even if the information is also included in the CIS.

44 Mobile coverage information

Assisted Sales

(1) Prior to completion of an assisted sale of mobile telecommunications services to a consumer, a provider must offer to:

(a) check, and provide a summary of, network coverage information for the locations at which the service is intended to be used by the consumer by reference to the applicable mobile network coverage map; and

(b) provide a copy of, or access to, the parts of that mobile network coverage map that relate to those locations.

(2) When providing a summary of the network coverage information, that summary must include, at a minimum:

(a) the applicable coverage level label;

(b) the applicable coverage level label description;

(c) the indicative user experience; and

(d) the assumptions and limitations that affect the accuracy of mobile network coverage maps as set out in Part 3 of Schedule 1 to the Network Coverage Maps Standard.

Unassisted sales

(3) Prior to completion of an unassisted sale of mobile telecommunications services to a consumer, a provider must:

(a) provide a prominently displayed direct link to the applicable mobile network coverage map; and

(b) prompt the consumer to consult the mobile network coverage map to determine the applicable coverage level at the locations at which the service is intended to be used.

(4) This section does not apply to sales made to existing customers unless:

(a) the existing customer has changed their residential address since the purchase of their previous mobile telecommunications service; or

(b) the sale relates to a different mobile telecommunications service from that previously used by the existing customer.

Note: For example, a sale may relate to a different service than that previously used by the customer if the customer's previous service primarily used the 4G network and the sale relates to a 5G network service.

45 Remedies for mis-selling

(1) This section applies to sales made to new and existing customers.

Identification, contact and timing

(2) If a provider becomes aware of mis-selling it must:

(a) take reasonable steps to contact each customer affected by the mis-selling; and

(b) inform the customer of the mis-selling and their entitlement to available remedies.

Note: A provider may become aware of mis-selling by any means, including via customer complaints or communications from the TIO.

(3) For the purposes of paragraph (2)(a), a provider may contact the customer through the customer's authorised representative or advocate if the representative or advocate is authorised to receive the communication.

Note: A provider must comply with sections 24 and 25 when communicating with an authorised representative or advocate.

(4) Subject to subsection (5), a provider is taken to have taken reasonable steps for the purposes of paragraph (2)(a), if it:

(a) makes at least 3 attempts to contact the customer;

(b) uses at least 2 different communication methods; and

(c) ensures at least one method is in writing.

(5) Subsection (3) does not apply if the customer is an affected person under the DFSV Standard.

(6) For the purposes of paragraph (2)(a), if the customer is an affected person under the DFSV Standard, the provider must contact the customer in accordance with the DFSV Standard.

(7) A provider must comply with subsection (2) as soon as reasonably practicable and no later than 7 business days after becoming aware of the mis-selling.

Available remedies

(8) A provider must offer the affected customer the following remedies:

(a) a refund;

(b) returning the affected customer to the position they were in before the sale, or as close as possible to that position where it is not reasonably practicable to do so;

(c) terminating the contract without charge;

(d) amending the contract without charge or penalty; or

(e) another remedy agreed between the provider and the affected customer.

(9) A provider must not require the customer to accept a specific remedy or penalise a customer for choosing one remedy over another.

46 Available remedies - mobile network coverage

(1) This section applies if, within 20 business days after purchasing a mobile telecommunications service, a customer requests to terminate the customer's consumer contract because mobile network coverage does not meet the customer's reasonable expectations.

(2) The provider must:

(a) terminate the contract without charging an early exit fee; and

(b) allow the customer to either:

(i) pay any remaining telecommunications goods payments on the same terms and payment schedule that would have applied had the consumer contract continued; or

(ii) return the telecommunications goods, in good working order, excluding any packaging, for a full refund.

(3) Subsection (2) does not apply if the request is made less than 6 months after a previous request under this section (**repeat request**).

(4) If a repeat request is made, the provider must:

(a) provide the customer with a remedy in accordance with subsection (2); or

(b) assess whether the customer's request was made in good faith.

(5) In conducting an assessment under paragraph (4)(b), the provider may:

(a) request reasonable evidence of the customer's experienced mobile network coverage; and

(b) consider the reasonableness of the customer's expectations, having regard to coverage information provided or available to that customer before the sale.

(6) If, after conducting an assessment under paragraph (4)(b), the provider is satisfied that the customer's request was made in good faith, the provider must provide the customer with a remedy in accordance with subsection (2).

(7) If the provider determines that the repeat request was not made in good faith, the provider is not required to provide a remedy under this section and must notify the customer of its decision.

47 Available remedies—provider initiated technology changes

(1) This section applies if:

(a) a provider implements a change to its network, technology or telecommunications service; and

(b) as a result of the change:

(i) a telecommunications service supplied to a customer; or

(ii) telecommunications goods supplied under the customer's consumer contract,

no longer substantially meet the customer's needs; and

(c) the customer requests a remedy within 6 months after becoming aware, or reasonably being expected to become aware, of the impact of the change.

(2) Before providing a remedy under subsection (5), the provider may assess:

(a) whether the provider's change caused the impact relied upon by the customer; and

(b) whether the impact is material.

(3) In conducting an assessment under subsection (2), the provider may request reasonable evidence of the impact of the change on

(a) the customer's use of the telecommunications service; or

(b) the operation of any telecommunications goods supplied under the consumer contract.

(4) If, after conducting an assessment, the provider is satisfied that subsection (1) applies, the provider must first consider whether it can provide, at no additional cost to the customer:

(a) an equivalent telecommunications service; or

(b) another reasonable solution that substantially addresses the impact of the change.

(5) If the provider cannot provide a solution under subsection (4), the provider must:

(a) terminate the consumer contract without charging an early exit fee; and

(b) allow the customer to either:

(i) continue paying any remaining telecommunications goods payments on the same terms and payment schedule that would have applied had the consumer contract continued; or

(ii) return the telecommunications goods, in good working order, excluding any packaging, for a full refund.

(6) The provider must notify the customer of:

(a) the outcome of its assessment; and

(b) the reasons for its decision.

48 Remedies for consumers in vulnerable circumstances

(1) Within 6 months of purchasing a telecommunications product, a customer may request relief where the customer's decision-making was impaired by a vulnerability at the time of purchase.

(2) A provider must assess whether the customer's decision-making was impaired by a vulnerability as soon as reasonably practicable and no later than 10 business days after receiving a request under subsection (1).

(3) To assist in determining whether the customer's decision-making was impaired by a vulnerability, the provider may, subject to section 23, request evidence or supporting material relating to:

(a) the customer's vulnerable circumstances at the time of purchase; and

(b) the effect of those circumstances on the customer's decision-making.

(4) A customer's failure to provide evidence or supporting material requested under subsection (3) does not, in and of itself, determine whether the customer's decision-making was impaired by a vulnerability.

(5) In making a determination under this section, a provider must have regard to the information reasonably available to the provider.

Note: A provider is not required to request evidence or supporting material before determining whether a customer is entitled to a remedy under this section.

(6) If a provider determines that a customer's decision-making was impaired by a vulnerability at the time of purchase, the provider must:

(a) allow the customer to exit their contract without early exit fees; and

(b) at the customer's election allow:

(i) continued telecommunications goods repayments on existing terms; or

(ii) return of the telecommunications goods for a refund of any payments made for the telecommunications goods.

49 Timeframes for remedies

A provider must implement a remedy agreed with the customer under sections 45, 46, 47 or 48 within 3 business days unless:

(a) otherwise agreed with the customer; or

(b) the customer agreed to undertake actions to implement the remedy and has not completed the actions.

50 Credit assessment: residential customers

(1) Subject to subsection (2), a provider must conduct a credit assessment before entering into a consumer contract with a new or existing residential customer if the contract may result in a debt owed to the provider of more than the residential customer debt limit.

(2) Subsection (1) does not apply if the customer is entering into an upfront service only contract.

(3) Before obtaining an external credit check, a provider must assess:

(a) whether any internal credit limit applies to the proposed consumer contract;

(b) whether the proposed consumer contract would exceed that internal credit limit; and

(c) whether any security deposit, guarantee or similar measure would be required before the provider would permit the customer to enter into the proposed consumer contract.

(4) Before obtaining an external credit check, a provider must advise the customer of:

(a) any internal credit limit applicable to the proposed consumer contract;

(b) if the proposed consumer contract would exceed the internal credit limit:

(i) that the customer may not qualify for the proposed consumer contract; and

(ii) whether a security deposit, guarantee or similar measure may be required; or

(c) if the proposed consumer contract would not exceed the internal credit limit:

(i) how much of that limit would remain available if the proposed consumer contract were entered into; and

(ii) that an external credit check will be required before the proposed consumer contract may be entered into.

(5) In determining whether a consumer contract may result in a debt of more than the residential customer debt limit and in conducting a credit assessment for the purposes of subsection (1), a provider must have regard to all compulsory costs that:

(a) may result in a debt owed by the customer; and

(b) are ascertainable at the point of sale.

(6) If the residential customer is an existing customer, the provider must also have regard to existing financial commitments arising under any existing consumer contracts.

(7) In conducting a credit assessment, a provider must have regard to the residential customer's financial circumstances, including:

(a) employment status;

(b) source of income;

(c) at least two affordability indicators; and

(d) if the customer is an existing customer, their payment history with the provider.

(8) A provider must not obtain an external credit check unless:

(a) the customer has been provided with the information required under subsection (4); and

(b) after receiving that information, the customer indicates that they wish to proceed with the proposed consumer contract.

(9) If the proposed consumer contract does not exceed any applicable internal credit limit and the customer wishes to proceed, the provider must obtain an external credit check from a credit reporting body unless:

(a) the residential customer is an existing customer;

(b) the maximum additional debt under the new consumer contract is less than the external credit assessment limit; and

(c) an external credit check has been obtained for that customer within the previous 12 months.

51 Credit assessment: business customers

(1) A provider must conduct a credit assessment prior to entering into a consumer contract with a business customer if the consumer contract may result in a debt owed to the provider of more than the business customer debt limit.

(2) Subsection (1) applies to:

(a) new business customers; and

(b) existing business customers entering into a new consumer contract.

(3) In determining whether a consumer contract may result in a debt of more than the business customer debt limit and in conducting a credit assessment for the purposes of subsection (1), a provider must have regard to compulsory costs in accordance with subsections 50(5) to (6) as if references to a residential customer were references to a business customer.

(4) In conducting a credit assessment for the purposes of subsection (1), a provider must have regard to the business customer's financial circumstances, including:

(a) a business trading check;

(b) an insolvency check; and

(c) if the business customer is an existing customer, their payment history with the provider.

(5) If the business customer is not an existing customer, the provider must obtain an external credit check from a credit reporting body as part of the credit assessment required by this section.

52 Debt limits

(1) At the commencement of this industry standard:

(a) the ***residential customer debt limit*** is: $300;

(b) the ***business customer debt limit*** *is:* $2,000; and

(c) the ***external credit assessment limit*** is: $1,000.

(2) The amount of each debt limit is increased on 1 July 2027, and on each 1 July following that day, in accordance with this section.

(3) If, in a financial year, the latest CPI number is greater than the earlier CPI number, the debt limit is increased in accordance with the formula:

$$\frac{debt\ limit\ x\ latest\ CPI\ number}{earlier\ CPI\ number}$$

Where:

debt limit is the debt limit in force at the end of the relevant period.

earlier CPI number is the CPI number for the last March quarter before the start of the relevant period.

latest CPI number is the CPI number for the last March quarter before the end of the relevant period.

(4) A debt limit worked out under subsection (3) is to be rounded to an amount of dollars and cents and then further rounded up or down to the nearest amount that is a multiple of $5, with any amount ending in $2.50 being rounded up to $5.

53 Credit assessment qualification

(1) Following the completion of a credit assessment, a provider must determine whether the customer qualifies for the relevant telecommunications product or products.

(2) For the purposes of subsection (1), a customer does not qualify if it is likely that the customer:

- (a) will be unable to comply with their financial obligations under the consumer contract; or
- (b) would only be able to comply with those obligations by experiencing financial hardship.

54 Credit assessment not passed

(1) If a provider determines that a customer does not qualify under section 53, the provider must:

- (a) inform the customer that they do not qualify for the relevant telecommunications product based on the credit assessment;
- (b) offer alternative telecommunications products that the provider reasonably considers:
  - (i) the customer is likely to qualify for; and
  - (ii) may meet the customer's needs; and
- (c) inform the customer if no suitable alternative is available.

(2) A provider must not enter into a consumer contract with a customer who does not qualify under section 53.

55 Using a guarantor

(1) A provider must not enter into a consumer contract that includes a guarantor arrangement unless, before entering into the contract, the provider informs the guarantor in writing of:

- (a) the financial implications of the contract; and
- (b) the guarantor's obligations.

(2) A provider must not enter into a consumer contract that includes a guarantor arrangement unless it includes a cooling off period of at least 10 business days during which the guarantor may cancel the arrangement.

56 Security deposit

(1) A provider must not require a security deposit unless it is necessary for the customer to qualify for a telecommunications product for which the customer would otherwise not qualify.

(2) A provider must not charge a fee in relation to a security deposit.

(3) Before entering into a consumer contract that requires payment of a security deposit, a provider must give the customer the following information in writing:

(a) the amount of the security deposit;

(b) the account to which the deposit applies;

(c) how the deposit is to be paid;

(d) the interest rate applicable to the deposit;

(e) the terms on which the deposit, including any accrued interest, will be returned; and

(f) the circumstances in which the deposit may be forfeited.

(4) At least 5 business days before a security deposit may be forfeited, a provider must give the customer written notice that explains:

(a) the reason for the proposed forfeiture; and

(b) how that reason falls within the circumstances disclosed under paragraph (3)(f).

(5) A provider must return the security deposit, or any remaining balance, including accrued interest, within 5 business days of whichever is the earlier of:

(a) the customer satisfying the conditions for return of the deposit; or

(b) the consumer contract being cancelled.

57 Provision of contract information

(1) At the point of sale, a provider must give the consumer a link to an electronic copy of the consumer contract via SMS, email or another method chosen by the consumer.

(2) A provider must keep any electronic link provided for the purposes of subsection (1) current and accessible.

Part 6—Customer service and support

Division 1 – Objects of this Part

58 Objects of this Part

The objects of this Part are that:

(a) customers can easily contact and receive assistance from their provider using the communication methods and the support channels that best suit their needs;

(b) customers can cancel their telecommunications services in a simple and timely manner;

(c) before cancelling a telecommunications service, a customer is informed of any costs they will incur or other consequences; and

(d) customer transfers occur only with the explicit and informed consent of the customer or a person authorised to act on the customer's behalf.

Division 2 – Customer service issues

59 Accessing customer service

(1) A provider must respond to and manage customer service issues in accordance with this Part.

(2) A provider must make available, in an accessible manner:

(a) its contact details;

(b) its hours of operation; and

(c) a telephone contact for enquiries and requests.

(3) For the purposes of paragraph (2)(c), a provider must make available a human-operated contact channel.

(4) A system that relies solely on automated responses (including chatbots or artificial intelligence systems) does not satisfy subsection (3).

60 Resolution of customer service issues - process

(1) A provider must establish, implement and maintain a process for managing customer service issues.

(2) A provider must publish information describing the process referred to in subsection (1) on its website using a clearly identifiable direct link.

(3) The published information must include:

(a) how a customer may raise a customer service issue;

(b) the timeframes that apply to responding to and resolving customer service issues;

(c) how the provider manages customer service issues within those timeframes; and

(d) how customers will be informed of progress where an issue is not resolved at first contact.

(4) For a large provider, the process must include performance measures for resolving customer service issues, including first contact resolution rates and wait times.

(5) Within 30 business days after the end of each quarter, a large provider must:

(a) review its performance against those performance measures;

(b) prepare a written report for the quarter;

(c) publish the report on its website.

(6) A large provider must publish on its website the reports prepared under paragraph (5)(b) for the most recent 8 quarters.

(7) If fewer than 8 quarterly reports have been prepared, a large provider must publish on its website all reports prepared under paragraph (5)(b).

Note: A provider will gradually accumulate quarterly reports over time until reports covering 8 quarters are available.

(8) Publication under subsections (5), (6) and (7) must be accessible through the direct link referred to in subsection (2).

61 Resolution of customer service issues –customer interaction

(1) In relation to a customer service issue, a provider must:

(a) take reasonable steps to resolve the customer service issue at first contact; and

(b) where this is not possible, resolve the issue as soon as practicable after first contact.

(2) If the issue is not resolved at first contact, the provider must inform the customer of:

(a) the reasons the issue was not resolved;

(b) how the issue will be resolved;

(c) the proposed timeframe for resolution;

(d) how the customer will receive updates on the status of the issue; and

(e) how the customer can enquire about or monitor the progress of the issue.

(3) If the issue is not resolved at first contact the provider must:

(a) inform the customer of material developments relating to the issue as they occur; and

(b) notify the customer if the status of the issue remains unchanged for 2 business days and provide an update on how the issue will be resolved.

(4) Paragraph (3)(b) does not apply if:

(a) the provider has informed the customer that the next step in the resolution process will take longer than 2 business days; and

(b) the customer has acknowledged receipt of this information.

Division 3 – Managing a deceased customer’s account

62 Managing a deceased customer’s account

(1) A provider must establish, implement and maintain a policy for managing a deceased customer’s account that includes:

- (a) how notification of the customer’s death may be provided by an authorised estate representative;
- (b) processes for receiving and accepting notification of a customer’s death from an authorised estate representative;
- (c) how the provider will manage the account in accordance with the authorised estate representative’s instructions, including continuation, closure or transfer of the account; and
- (d) a requirement that any request relating to the account is handled in a timely and sensitive manner.

(2) The policy must be publicly available on the provider’s website through a clearly identifiable direct link.

Division 4 – Consumer contract changes and termination

63 Customer requests to change or terminate a consumer contract

(1) A provider must establish, implement and maintain a process that enables a customer to change or terminate a consumer contract without imposing material barriers.

(2) The process must:

- (a) set out the steps required to complete the request;
- (b) minimise the steps required of the customer; and
- (c) be published on the provider’s website using a clearly identifiable direct link or provided to a customer on request within 2 business days.

(3) If a customer requests a change or termination of a consumer contract, the provider must inform the customer of:

- (a) any consequences for the customer’s telecommunications products, if applicable; and
- (b) any charges that may be payable.

(4) The consequences referred to in paragraph (3)(a) include:

- (a) changes to rights of use;
- (b) consequences for telecommunications services with bundled goods;
- (c) obligations to pay amounts remaining under contracts for linked telecommunications products;
- (d) potential charges;
- (e) loss of inclusions; and
- (f) loss of discounts.

(5) Within 2 business days after receiving a request under subsection (3) a provider must:

- (a) implement the request; and

(b) notify the customer when the request has been completed.

(6) In terminating or changing a consumer contract under this section, a provider must not impose charges other than:

(a) charges properly incurred before the consumer contract is changed or terminated; or

(b) charges arising directly from the change or termination of the consumer contract and disclosed to the customer before the change or termination.

64 Provider– initiated contract changes

(1) Subject to subsection (2), if a provider proposes to initiate a change to a consumer contract, it must notify the customer in writing:

(a) at least 20 business days before the change takes effect; or

(b) where the minimum term is less than 20 business days, at least the length of that term before the change takes effect.

(2) Subsection (1) does not apply if:

(a) the change is required by law or regulation;

(b) insufficient notice is received from a third party.

(3) A notification under subsection (1) must be given using the customer's preferred communication method.

Division 5 – Transfers

65 Promoting transfers

(1) A gaining provider must require its sales staff to clearly identify the provider they represent when promoting transfers.

(2) If requested by a consumer, a gaining provider must disclose the source from which it obtained the consumer's contact details.

Note: For example, a provider may have obtained a consumer’s contact details from a comparison website.

(3) A gaining provider must keep records sufficient to identify the sales staff responsible for effecting a transfer.

66 Application of responsible selling obligations to transfers

(1) A gaining provider must comply with sections 42 to 49 as if:

(a) a reference to a sale were a reference to a transfer;

(b) a reference to provider were a reference to gaining provider;

(c) a reference to purchasing were a reference to transferring; and

(d) a reference to purchase in section 48 is a reference to transfer.

(2) In this section:

assisted remote transfer means an assisted transfer conducted other than in store.

assisted transfer means a transfer directly facilitated by a provider’s sales staff:

(a) in store;

(b) by telephone;

(c) via a live chat service; or

(d) by any other means in which the provider’s sales staff engages directly with the consumer in a real time or near real-time conversation.

unassisted transfer means a transfer completed by a customer without assistance from personnel of a provider or a third party acting for the provider.

67 Requirements before effecting a transfer

(1) Before effecting a transfer, a gaining provider must comply with this section.

(2) A gaining provider must inform the consumer:

(a) that the transfer is capable of being validated in accordance with section 68

(b) whether the transfer may result in any interruption to, or change in the telecommunications service;

(c) that, if the consumer terminates their existing consumer contract early, the losing provider may require them to:

(i) pay termination charges or cancellation fees; and

(ii) incur other consequences;

(d) that they will be notified of completion of the transfer in accordance with section 70;

(e) of the contact details for enquiries and complaints about the transfer; and

(f) of any other terms and conditions of the transfer.

(3) A gaining provider must take reasonable steps to verify that the person requesting the transfer is:

(a) the rights of use holder of the telecommunications service to be transferred; or

(b) an authorised representative of the rights of use holder.

(4) A gaining provider must:

(a) obtain the consumer's explicit and informed consent to the transfer; and

(b) obtain written authorisation of the transfer from the person referred to in subsection (3);

(5) Subsection (3) does not apply to a transfer resulting from the sale or reorganisation of a business.

68 Validation of a transfer

A gaining provider must:

(a) check the accuracy of transfer details with the consumer, as appropriate to the service and in accordance with applicable industry codes;

(b) determine whether the telecommunications service can be transferred;

(c) if the gaining provider determines that the telecommunications service can be transferred, undertake the transfer as agreed with the consumer; and

(d) if the gaining provider determines that the telecommunications service cannot be transferred:

(i) notify the consumer;

(ii) explain the consequences for the consumer; and

(iii) where applicable, outline the options available to the consumer.

69 Consumers to be kept informed

(1) During the transfer process, a gaining provider must:

(a) specify the date on which the transfer is expected to occur, having regard to any applicable cooling off period and any known delays; and

(b) keep the consumer informed of any changes to the transfer process.

(2) If the date on which the transfer is expected to occur changes, the gaining provider must notify the consumer as soon as practicable.

(3) A notification under subsection (2) must be given using the customer's preferred communication method.

70 Notification of completion of transfer

(1) A gaining provider must notify the customer of completion of the transfer:

(a) on the day the transfer is completed; or

(b) if confirmation of completion relies on information provided by a third party, on the day the provider is advised that the transfer has been completed.

(2) A notification under subsection (1) must be given using the customer's preferred communication method.

71 Records regarding transfers

(1) A gaining provider must maintain records of:

(a) the name of the person who authorised the transfer;

(b) the date the authority was given;

(c) confirmation that the person was authorised to request the transfer; and

(d) confirmation that the transfer was undertaken and notified in accordance with this Part.

Note: Records under subsection (1) may include written records or voice recordings.

(2) Upon request by a customer, a gaining provider must provide a copy of the records maintained under subsection (1) to:

(a) the customer; or

(b) customer’s authorised representative or advocate;

within 5 business days after receiving the request.

72 Sale of business or provider reorganisation – proposed transfer

(1) This section applies if a provider proposes to transfer all or part of its customer base because of the sale of its business or a corporate reorganisation.

(2) The provider must notify affected customers in writing at least 20 business days before the proposed transfer date.

(3) The notification in subsection (2) must be given using the customer's preferred communication method.

(4) The notification must include:

(a) that the services will be transferred due to the sale or reorganisation;

(b) any known material adverse effect on the services, including on features, characteristics or pricing;

(c) any consequences for the customer’s use of telecommunications goods;

(d) the contact details of the gaining provider;

(e) the proposed transfer date;

(f) that the gaining provider will notify the customer when the transfer is completed;

(g) contact details for enquiries and complaints about the transfer; and

(h) the customer’s termination rights including:

(i) any notice period within which the customer can request termination;

(ii) that no exit fee will apply for terminating the telecommunications service; and

(iii) any consequences for other telecommunications products held by the customer.

Note: For example, cancelling a telecommunications service may require payment in full of any remaining telecommunications products associated with the service, together with any outstanding service charges.

(5) If a customer is given a notification under subsection (2), the customer may elect to terminate the customer’s telecommunications service.

(6) If a customer elects to terminate under subsection (5), the provider must:

(a) terminate the consumer contract without charging an exit fee; and

(b) do so within 5 business days after receiving the election under subsection (5).

73 Sale of business or provider reorganisation –transfer

Where a losing provider transfers telecommunications services under section 72, the gaining provider must comply with:

(a) paragraph 68(d) (validation of a transfer);

(b) section 69 (consumers to be kept informed);

(c) section 70 (notifications of completion of transfer); and

(d) section 71 (records regarding transfer).

74 Move to a different carrier – proposed transfer

(1) This section applies if a provider proposes to transfer all or part of its customer base to another carrier.

(2) The provider must notify all affected customers in writing at least 20 business days before the transfer is initiated.

(3) The notification in subsection (2) must be given using the customer's preferred communication method.

(4) The notification must include:

(a) that the service will be transferred to another carrier;

(b) any known material adverse effect on the service, including on features, characteristics or pricing;

(c) any consequences for the customer’s use of existing telecommunications goods;

(d) any change to the provider’s contact details;

(e) the proposed completion date;

(f) that the provider will notify the customer of completion of the transfer on the day the transfer is completed;

(g) contact details for enquiries and complaints about the transfer; and

(h) the customer’s termination rights, including:

(i) any notice period within which the customer can request termination;

(ii) that no exit fee applies for termination; and

(iii) any consequences for telecommunications products held by the customer.

Note: For example, cancelling a telecommunications service may require payment in full of any remaining telecommunications products associated with the service, together with any outstanding service charges.

(5) If a customer is given a notification under subsection (2), the customer may elect to terminate the customer’s telecommunications service.

(6) If a customer elects to terminate under subsection (5), the provider must:

(a) terminate the consumer contract without charging an exit fee; and

(b) do so within 5 business days after receiving the election under subsection (5).

75 Move to a different carrier – transfer

(1) If a provider transfers a telecommunications service under section 74, the provider must comply with:

(a) paragraph 68(d) (validation of a transfer);

(b) section 69 (consumers to be kept informed);

(c) section 70 (notifications of completion of transfer); and

(d) section 71 (records regarding transfer).

(2) A provider must not transfer, or take steps to transfer, a telecommunications service unless it is the provider of that service.

Part 7— Account support, spend management tools, billing and payment

76 Objects of this Part

The objects of this Part are to promote outcomes whereby providers:

(a) provide customers with clear, accessible and accurate information about their telecommunications goods, services, accounts and charges;

(b) provide usage notifications and spend management tools that assist customers to monitor and manage their usage and expenditure;

(c) provide billing information that is clear, verifiable, accurate, transparent, predictable and timely;

(d) enable customers to access account information and records;

(e) provide accessible and fee-free payment options;

(f) provide support to customers for enquiries about their accounts including billing and payments; and

(g) support customers to understand and manage their financial commitments.

77 Information about account support

(1) A provider must make account support information readily accessible to customers free of charge.

(2) Account support information must include information about:

(a) billing options;

(b) overdue bill processes;

(c) late payment fees;

(d) receipts and payment records;

(e) charge periods;

(f) payment options;

(g) how to query or dispute charges;

(h) spend management tools; and

(i) usage notifications.

78 Spend management tools

(1) A provider must offer customers, free of charge:

(a) access to usage information that is no more than 12 hours old; and

(b) a control mechanism that enables customers to avoid exceeding expenditure limits or usage allowances.

(2) A provider must provide customers with clear information about the operation of any spend management tool, including any limitations on its operation.

79 Usage notifications

(1) A provider must provide fee-free usage notifications to residential customers if the customer's telecommunications service:

(a) is not unlimited;

(b) is not subject to a hard cap; and

(c) is not subject to a control mechanism that prevents the customer from incurring additional charges after the applicable allowance is exhausted.

(2) Subsection (1) does not apply where a customer has provided explicit and informed consent to opt out of usage notifications.

(3) For the purposes of this section a provider must inform customers that they may:

(a) nominate expenditure or data allowance thresholds for notifications; and

(b) nominate a method for receiving such notifications.

(4) If a customer has not nominated expenditure or data allowance thresholds, notifications must be sent when the customer reaches 50%, 85% and 100% of their applicable expenditure or data allowance.

(5) Notifications under this section must be sent no later than 12 hours after the relevant threshold is reached.

(6) The notification issued when a customer reaches 85% of their expenditure or data allowance, and any subsequent notification, must include information about any charges that may apply once the expenditure or data allowance has been exhausted.

(7) Where:

(a) a notification is delayed due to a force majeure event; or

(b) a provider breaches this section,

the provider must not charge the customer for expenditure incurred beyond the customer's plan allowance during the period between when the 100% usage notification should have been sent and when it was sent.

80 Supplying a bill

(1) Subject to subsection (2), for each telecommunications product supplied to a customer, a provider must supply a bill for each billing period or charge period.

(2) Subsection (1) does not apply if the customer has given explicit and informed consent to customise or limit the customer's billing arrangements.

(3) Bills must be supplied free of charge.

(4) Bills must be given to customers at least 7 business days before the final payment date.

(5) If a bill is supplied less than 7 business days before the final payment date, the provider must allow the customer at least 7 business days after receiving the bill to make payment without penalty.

81 Issuing bills and receipts

(1) A provider must issue bills and receipts using the customer's preferred communication method.

(2) If no preferred communication method has been established, the provider must issue the bill or receipt using an appropriate communication method having regard to:

(a) any applicable legal requirements;

(b) the type of telecommunications service;

(c) the need to ensure accessibility for the customer; and

(d) the security of the information being communicated.

82 Bill content

(1) A bill must contain sufficient information to enable a customer to reasonably verify:

(a) the charges included in the bill;

(b) the billing period to which the charges relate;

(c) when payment is due; and

(d) how payment may be made.

(2) A bill must also include:

(a) at least two fee-free payment methods, one of which must be a manual payment method;

(b) information on how to contact the provider regarding billing enquiries; and

(c) information about any applicable dispute resolution processes.

83 Discounts and credits

(1) This section applies if a customer receives a discount or credit that:

(a) reduces the amount otherwise payable; and

(b) may expire, become exhausted or reduce over time.

(2) A provider must make available information about:

(a) the remaining duration of the discount or credit; and

(b) the remaining value of the discount or credit.

(3) A provider must notify the customer at least 20 business days before the expected expiry or exhaustion of a discount or credit.

(4) Notifications under subsection (3) must be given using the customer's preferred communication method.

84 Availability of account records

(1) A provider must enable customers to access their account records free of charge.

(2) Account records must include details of:

(a) telecommunications products supplied to the customer during the previous 2 years;

(b) any direct debit arrangements;

(c) payments;

(d) charges;

(e) credits;

(f) discounts; and

(g) ongoing costs.

(3) If a customer requests:

(a) records older than 2 years; or

(b) records through a communication method not ordinarily offered free of charge,

a provider must, where reasonably practicable:

(c) comply with that request; and

(d) charge no more than the reasonable cost of providing the information.

85 Third party charges

A provider that processes third-party charges must:

(a) address customer enquiries relating to those charges in accordance with Division 2 of Part 6; and

(b) resolve customer complaints relating to those charges in accordance with the Complaints Handling Standard.

86 Making payments

(1) A provider must offer customers at least two fee-free payment methods, one of which must be a manual payment method, to make payments.

(2) As near as reasonably practicable to real time after receiving notification of payment, a provider must:

(a) record and apply the payment to the customer’s account;

(b) update the customer’s account record; and

(c) provide the customer with a payment record or receipt.

(3) A payment record or receipt provided under paragraph (2)(c) must be given using the customer's preferred communication method.

87 Direct debit arrangements

(1) Before establishing a direct debit arrangement, a provider must:

(a) obtain the customer’s explicit and informed consent to the direct debit arrangement;

(b) agree with the customer on the initial payment date and any recurring payment date;

(c) inform the customer in writing that the customer may cancel or vary the arrangement free of charge at any time; and

(d) for a balance-triggered automatic top-up arrangement, agree with the customer on the trigger threshold.

(2) A provider must only debit amounts in accordance with the direct debit arrangement agreed with the customer.

(3) At least 3 business days before a scheduled direct debit payment, a provider must notify the customer of:

(a) the payment date; and

(b) the amount to be debited.

(4) Subsection (3) does not apply to a balance-triggered automatic top-up arrangement.

(5) For a balance-triggered automatic top-up arrangement, the provider must, notify the customer of the upcoming debit, using the customer's preferred communication method, no later than 48 hours after the trigger threshold is reached.

(6) A provider must allow a customer, free of charge, to:

(a) vary the recurring payment date at least once every 6 months;

(b) defer a direct debit payment by up to 10 business days; and

(c) verify direct debits made under the arrangement.

(7) A provider must terminate a direct debit arrangement no later than 1 business day after receiving a customer’s request.

(8) A provider must not:

(a) restrict the means by which a customer may request cancellation; or

(b) impose a fee or other disadvantage because a customer cancels a direct debit arrangement.

88 Direct debit – failed payments

(1) Within 2 business days after becoming aware that a direct debit payment has failed, a provider must:

(a) notify the customer; and

(b) provide the customer with a copy of the provider’s payment assistance policy.

(2) A notification under paragraph (1)(a) must be given using the customer's preferred communication method.

(3) A provider must not re-attempt a failed direct debit payment for at least 5 business days after giving the notice required under subsection (1).

(4) If a failed direct debit payment results from an error by the provider, the provider must not:

(a) issue a credit management notice in relation to the failed payment;

(b) maintain any credit management notice already issued in relation to the failed payment; or

(c) restrict, suspend or disconnect the customer’s service for credit management reasons relating to the failed payment.

(5) If a provider receives an incorrect amount through a direct debit payment, the provider must refund any amount owing to the customer as soon as reasonably practicable and no later than 3 business days after becoming aware of the error.

Part 8—Credit management, debt management and disconnection

Division 1 – Preliminary

89 Objects of this Part

The objects of this Part are that customers:

(a) are provided with adequate and timely information about the consequences of credit management action and how the action can be avoided;

(b) are aware that their provider offers financial hardship assistance and how that assistance may be accessed;

(c) are aware of, and have easy access to, dispute resolution in relation to credit management action;

(d) have any erroneous credit default listing promptly corrected; and

(e) are provided with prompt and appropriate redress where a telecommunications service is restricted, suspended or disconnected in error.

90 Relationship with DFSV Standard

If a customer is an affected person under the DFSV Standard, communications under this Part must be made using the communication method applicable to the customer under the DFSV Standard.

Division 2 – Credit management process

91 Credit management process

(1) A provider must establish, implement and maintain a credit management process.

(2) The process must be designed to ensure that the provider:

(a) considers the customer’s circumstances before taking credit management action in accordance with this Part;

(b) informs customers of potential credit management action through the notices required under Division 3;

(c) does not sell, assign or disclose a debt in error;

(d) has formal processes for promptly identifying and resolving any debt sold, assigned or disclosed in error;

(e) does not sell, assign or disclose a debt to a third party or credit reporting body to the extent that the debt includes an amount that is the subject of an unresolved complaint; and

(f) does not impose charges on the customer for costs incurred by the provider in collecting the debt.

(3) If a customer has an active complaint, the process must provide that:

(a) no credit management action is taken in relation to any amount that is the subject of the complaint;

(b) the customer is informed of any credit management action that may be taken in relation to amounts that are not in dispute; and

(c) once the complaint is resolved, the customer is notified in accordance with Division 3 of any credit management action that was previously paused.

(4) The process must provide that:

(a) telecommunications services restricted, suspended or disconnected in error are restored in accordance with section 96; and

(b) no restoration or reconnection charge is imposed where restriction, suspension or disconnection occurred in error or without the required notice being given under Division 3.

(5) Before taking credit management action, a provider must comply with:

(a) Part 4 of the Financial Hardship Standard; and

(b) section 13 of the DFSV Standard.

Division 3 – Credit management notices

92 First reminder notice

(1) If a bill is not paid in full by the due date, a provider must give the customer a first reminder notice.

(2) The notice must include:

(a) a statement that it is a first reminder notice;

(b) the date on which it is given;

(c) the amount of the outstanding debt;

(d) a statement that the amount is a debt owed by the customer to the provider;

(e) information about the potential consequences of non-payment, including:

(i) the impact of any restriction on the customer's telecommunications service;

(ii) any ongoing or additional charges; and

(iii) any consequences for other services the customer has with the provider;

(f) the earliest date on which the provider may restrict the service; and

(g) the information required under subsection 15(4) of the Financial Hardship Standard.

(3) The date specified under paragraph (2)(f) must not be earlier than 10 business days after the notice is given.

(4) A provider must not restrict a telecommunications service:

(a) in the case of voice or text services, in a way that prevents access to protected numbers; or

(b) in the case of data services, below a minimum download speed of 2Mbps.

93 Second reminder notice

(1) If a customer has not paid the outstanding amount after a first reminder notice, a provider must give the customer a second reminder notice.

(2) If a guarantor exists, the provider must also give the second reminder notice to the guarantor.

(3) A provider must not give a second reminder notice unless:

(a) the provider has given the customer a first reminder notice in accordance with section 92; and

(b) at least 10 business days have passed since the first reminder notice was given.

(4) A second reminder notice must be given separately from a bill.

(5) The notice must include:

(a) a statement that it is a second reminder notice;

(b) the information referred to in paragraphs 92(2)(b) – (d);

(c) the words "IMPORTANT NOTICE – PLEASE READ", or other large and prominent wording to similar effect;

(d) information about the potential consequences of non-payment of the debt, including:

(i) suspension of the customer's telecommunications service;

(ii) referral or sale of the debt;

(iii) possible legal action;

(iv) any ongoing or additional charges that may apply while the telecommunications service is suspended;

(v) the consequences that a suspension may have for other services the customer has with the provider; and

(vi) that any debt may be referred to a collection agency, sold by way of debt buy-out, or both;

(e) the earliest date on which suspension may occur; and

(f) the information required under subsection 15(4) of the Financial Hardship Standard.

(6) The date specified under paragraph (5)(e) must not be earlier than 5 business days after the notice is given.

(7) A provider must not suspend a telecommunications service in a way that prevents access to emergency service numbers.

94 Third reminder notice

(1) If a customer has not paid the outstanding amount after a second reminder notice, a provider must give the customer a third reminder notice.

(2) If a guarantor exists, the provider must also give the third reminder notice to the guarantor.

(3) A provider must not give a third reminder notice unless:

(a) the provider has given the customer a second reminder notice in accordance with section 93; and
(b) at least 5 business days have passed since the second reminder notice was given.

(4) A third reminder notice must be given separately from a bill.

(5) The notice must include:
(a) a statement that this is a third reminder notice;
(b) the information referred to in paragraphs 92(2)(b) – (d);
(c) the words “IMPORTANT NOTICE – PLEASE READ”, or other large and prominent wording to similar effect;
(d) information about the potential consequences of non-payment, including:
(i) disconnection of the customer’s telecommunications service;
(ii) loss of access to the customer’s telecommunications products;
(iii) potential loss of the customer’s telephone number;
(iv) the consequences that the disconnection may have for other telecommunications products the customer has with the provider;
(v) disclosure of the debt to credit reporting body or debt collection agency;
(vi) that the debt may be referred to a collection agency, sold by way of debt buy-out, or both;
(vii) that the debt may be disclosed to a credit reporting body and recorded on the customer’s credit file; and
(viii) possible legal action;
(e) the earliest date on which disconnection may occur; and
(f) the information required under subsection 15(4) of the Financial Hardship Standard.

(6) The date specified under paragraph (5)(e) must not be earlier than 5 business days after the notice is given.

Division 4 – Credit management action

95 Credit management action

(1) A provider must not restrict, suspend or disconnect a telecommunications service for credit management reasons unless the provider has:
(a) acted fairly and reasonably;
(b) complied with Division 2; and
(c) complied with Division 3 in relation to the restriction, suspension or disconnection.

(2) A provider may restrict, suspend or disconnect a customer’s telecommunications service:
(a) at the request of the customer; or
(b) for credit management purposes, in accordance with this section, but must not do so during a protected period.

(3) A provider may suspend a customer's telecommunications service if the provider reasonably:

(a) considers that the account presents an unacceptably high credit risk due to sudden and unusual usage; or

Note 1: High credit risk includes circumstances where there are sudden and excessively high charges added to the account and immediate action is required to prevent an unusually high bill for the customer. The provider may suspend the service to protect the customer from further charges.

Note 2: Examples of sudden and unusual behaviour include excessive data usage or excessively high charges.

(b) suspects fraud or attempted fraud.

Note: This includes where the provider suspects that the service is involved in or affected by scam activity.

(4) A provider may restrict a telecommunications service if:

(a) the restriction point has been nominated by the customer; and

(b) the customer has given explicit and informed consent after being informed of the effect of the restriction.

(5) Before a customer nominates a restriction point, a provider must:

(a) obtain the customer's explicit and informed consent to the restriction; and

(b) clearly explain the effect of the restriction.

(6) Before taking action under this section, a provider must have regard to Part 3 of the Financial Hardship Standard.

Division 5 – Restoration of telecommunications services

96 Restoration of telecommunications services restricted, suspended or disconnected in error or without required notice

(1) This section applies if a customer's telecommunications service is restricted, suspended or disconnected:

(a) in error; or

(b) without the provider having complied with the applicable notice requirements under Division 3.

(2) A provider must restore the customer's telecommunications service as soon as reasonably practicable after becoming aware of the issue and, in any event, no later than 2 business days after becoming aware of the issue.

(3) Subsection (2) does not apply if:

(a) restoration is not technically possible;

(b) the service is no longer available.

(4) If the provider cannot restore the service, it must:

(a) provide the customer with a clear explanation of why the service cannot be restored; and

(b) offer one or more alternative arrangements that would place the customer in position equivalent to the position the customer would have been in had the error not occurred.

(5) A provider must not:

(a) require a customer to accept a particular alternative arrangement;

(b) implement an alternative arrangement without the customer's explicit and informed consent;

(c) disadvantage a customer because the customer declines an alternative arrangement.

Division 6 – Review of credit management decisions, debt collection and disputed defaults

97 Review of credit management decision

(1) A provider must, upon request, review a decision to restrict, suspend or disconnect a telecommunications service.

(2) The provider must:

(a) conduct a review;

(b) complete the review within 2 business days;

(c) notify the customer in writing of the outcome of the review, including the reasons for the decision; and

(d) implement any resulting action within 2 business days.

(3) For the purposes of paragraph (2)(c), if a customer:

(a) is an affected person under the DFSV Standard; and

(b) has an agreed communication method,

the provider must use that method to notify the customer of the outcome, unless the customer elects to receive the notification by a different method.

(4) If the agreed communication method limits communications to particular days or times, the notification may be given on the next available day or time in accordance with that method.

Note: The DFSV Standard may impose additional requirements relating to communication methods and timing.

98 Debt collection

(1) A provider must establish, implement and maintain a process for handling disputes relating to debt collection.

(2) A provider must notify a customer if a debt:

(a) has been sold; or

(b) arrangements have been made to sell the debt.

(3) The notice must:

(a) be in writing;

(b) be given within 25 business days after the debt is sold or arrangements are made for its sale; and

(c) identify the person to whom the debt has been sold or is proposed to be sold.

(4) A provider must not sell or assign a debt if any part of that debt is the subject of an unresolved complaint.

(5) A provider must only sell a debt to an entity, including a debt buy-out service, that is a member of the Australian Financial Complaints Authority scheme.

(6) A provider remains responsible for handling complaints relating to the account, including account support and customer service issues.

99 Disputed defaults

(1) If a customer has taken reasonable steps to pay a debt but payment fails because of the fault of the provider or a third party, the provider must:

(a) notify any credit reporting body within 1 business day if a default listing has occurred;

(b) ensure no additional charges are applied; and

(c) ensure the customer suffers no further credit-related disadvantage.

(2) If a customer has been default listed in error, the provider must, within 1 business day of becoming aware of the error:

(a) notify the credit reporting body; and

(b) notify the customer of that action.

(3) A notice under subsection (2)(b) must be given using the customer's preferred communication method.

Part 9—Record keeping and Privacy

100 Records

Records required to be kept

(1) A provider must keep records sufficient to demonstrate compliance with this industry standard.

(2) Without limiting subsection (1), a provider must keep records relating to:

(a) policies, processes, procedures, training and support materials including monitoring of those arrangements;

(b) training and assessment of personnel;

(c) preferred communication methods;

(d) support and assistance provided to consumers;

(e) authorised representatives and advocates;

(f) sales and transfers;

(g) performance remuneration policies, performance payments and any remedial action taken in relation to sales staff;

(h) customer service issues and complaints;

(i) remedies provided in relation to mis-selling;

(j) decisions to provide or refuse remedies in relation to mobile network coverage, including the reasons for refusing a remedy;

(k) remedies provided in relation to consumers experiencing vulnerable circumstances;

(l) credit assessments and credit management action;

(m) restoration, review and debt collection actions under Part 8; and

(n) any other records reasonably necessary to demonstrate compliance with this industry standard.

(3) Without limiting subsection (2), a record required to be created, maintained or kept under any provision of this industry standard is a record required under this section.

Record quality and protection

(4) A provider must keep records under this industry standard that are:

(a) accurate and current;

(b) readily retrievable; and

(c) protected from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Access Controls

(5) Access to records kept under this industry standard must be limited to personnel who:

(a) are authorised to access the records; and

(b) require access for the performance of their functions.

Provision of records to the ACMA

(6) A provider must make records kept under this industry standard available to the ACMA upon receiving a written request from the ACMA.

101 Record retention

(1) A provider must retain records required under section 100 for at least 2 years from the date the record is created.

(2) If a record is relevant to:

(a) an unresolved complaint; or

(b) an ongoing investigation by the ACMA, the Telecommunications Industry Ombudsman or another competent authority;

the provider must retain the record until the complaint or investigation is finalised and for at least 12 months afterwards.

(3) A provider must dispose of or destroy records kept under this industry standard in a secure manner when they are no longer required to be retained under this industry standard or any other applicable law.

102 Evidence and supporting material

Collection of information

(1) Where a provider requests evidence or supporting material from a consumer for the purposes of this industry standard, the provider must request only the minimum information reasonably necessary for the relevant purpose and to demonstrate compliance with this industry standard.

Retention of evidence

(2) Where practicable, a provider must:

(a) keep a record of the type of evidence or supporting material sought, provided or sighted; and

(b) not retain a copy of the evidence or supporting material itself.

Personal information

(3) Where practicable, records kept under this section must not contain personal information unless that information is reasonably necessary to:

(a) demonstrate compliance with this industry standard; or

(b) comply with another applicable law.

103 Privacy and information handling

Application

(1) This section applies to a provider that is not subject to the *Privacy Act 1988*.

Personal information

(2) In relation to personal information collected in connection with this industry standard, a provider must:

(a) use the information only for the purpose for which it was collected or a directly related purpose;

(b) protect the information from unauthorised access, use or disclosure; and

(c) securely destroy or de-identify the information when it is no longer required under this industry standard or another applicable law.

Disclosure

(3) A provider must not disclose personal information collected in connection with this industry standard except:

(a) with the explicit and informed consent of the consumer;

(b) to the ACMA or the Telecommunications Industry Ombudsman for the purposes of exercising their functions;

(c) where required or authorised by or under a law of the Commonwealth, a State or a Territory; or

(d) pursuant to a court or tribunal order.

Note: Where a provider is subject to the *Privacy Act 1988*, the Australian Privacy Principles apply to the collection, use, disclosure and storage of personal information.