

MEMORANDUM OF UNDERSTANDING
BETWEEN
AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY LIMITED
AND
TELECOMMUNICATIONS INDUSTRY OMBUDSMAN LIMITED

1. Introduction

- 1.1. Supporting a fair and effective communications system is a key focus of both the Australian Financial Complaints Authority Limited (ACN 620 494 340) (AFCA) and Telecommunications Industry Ombudsman Limited (ACN 057 634 787) (TIO) (together, the parties). A well-regulated and stable communications system is important for promoting community confidence.

2. Purpose

- 2.1. This Memorandum of Understanding (MoU) sets out the agreed basis for engagement, including coordination, cooperation, and information sharing, between AFCA and TIO. This MoU is not intended to create legally binding rights or obligations. The arrangements in this MoU will be implemented in accordance with relevant requirements under each party's governing legislation or documentation.
- 2.2. This MoU reflects the parties' intentions to maintain a proactive, open and collaborative relationship.
- 2.3. The parties may, by mutual agreement, establish supplementary protocols and guidelines to operate under this MoU.

3. Responsibilities

- 3.1. Although AFCA and TIO have distinct mandates and responsibilities, they both have a common role in protecting and delivering benefits for all Australians.
- 3.2. AFCA is responsible for assisting consumers and small businesses to resolve their complaints. It does this by acting as an independent external dispute resolution scheme for complaints including complaints relating to the telecommunications sector under the Competition and Consumer (Scams Prevention Framework—External Dispute Resolution) Authorisation 2026. AFCA has certain obligations under Part 7.10A of the *Corporations Act 2001* and is bound by its Rules (which have contractual force) and its constitution.
- 3.3. TIO is the external dispute resolution scheme for residential and small business consumers' telecommunications complaints. TIO handles complaints and conducts systemic investigations in accordance with its Terms of Reference. Under the *Telecommunications (Consumer Protection and Service Standards) Act 1999*, each carrier and eligible carriage service provider must enter into and comply with the TIO scheme.

4. Engagement and cooperation

- 4.1. The parties recognise the importance of mutual consultation and cooperation in the effective discharge of their respective responsibilities.
- 4.2. The parties will work together to develop plans for their ongoing cooperation, consistent with each party's legal and contractual obligations. Any plans developed may reflect commitments to:
 - inform - proactively provide appropriate information and documents that are relevant to the other party and respond promptly to information and document requests;
 - consult - where one party is considering or undertaking an activity that has an impact on the other party's responsibilities;
 - collaborate - seek input from, or collaboration with, the other party to achieve or improve regulatory outcomes, particularly in policy development, consultation with industry, and statistical collections; and
 - engage effectively - seek to improve the efficiency of its interaction with the other party and, in areas of common interest, the efficiency and effectiveness of interaction with industry participants.
- 4.3. The parties agree to a proactive approach to engagement, which will include senior-level liaison meetings; and mechanisms to share perspectives and expertise on relevant issues.

5. Information sharing

- 5.1. The parties acknowledge the benefits of sharing information to assist each other in performing their functions and exercising their powers.
- 5.2. The parties acknowledge that industry participants and other stakeholders may provide commercially sensitive information, or other information, on a confidential basis. In some circumstances, this information may be subject to statutory or contractual confidentiality, secrecy, non-disclosure and, where applicable, privacy legislation obligations.
- 5.3. The parties may share, to the extent possible, information relevant to the practices and policies of industry participants with each other. This is subject to any statutory secrecy and non-disclosure obligations, other confidentiality and information-sharing obligations, or any other constraints including, where applicable, privacy legislation obligations. The parties agree to adhere to any conditions imposed by the disclosing party or any other terms required.
- 5.4. The parties acknowledge that, in some circumstances, it will not be appropriate to share certain information with each other.
- 5.5. The parties agree not to disclose any confidential information obtained under this MoU to a third party unless authorised or required by law or prior consent has been obtained from the originating party.
- 5.6. The parties acknowledge that there are circumstances where disclosure may be required, authorised or permitted by law. In such cases, the parties will advise the other party in advance of any proposed disclosure, where possible.

6. Referrals

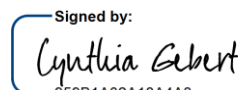
- 6.1. The parties acknowledge the importance of complaint referral to support the exercise of their respective functions, including to ensure that complaints are investigated or otherwise resolved in the most efficient and effective manner.
- 6.2. The parties commit to working together to develop, maintain and review complaint referral and triage protocols that support timely identification, referral and management of complaints relevant to both parties' functions. The protocols are intended to ensure a seamless experience for complainants, minimise duplication, and facilitate effective cooperation between the parties.
- 6.3. The parties commit to apply the complaint referral authorities given to them under this MoU and the protocols to mutually support each other in the exercise of their functions. This includes working co-operatively to support the following principles:
- as far as practicable complainants should experience 'no wrong door' and be assisted through the provision of information about, and if appropriate complaint referral to, the most appropriate agency to deal with their complaint
 - when a party receives a complaint (whether or not it is within or partly within its own jurisdiction), it should consider whether it would be more appropriately dealt with by the other party.

7. Administration of MoU

- 7.1. The parties may review the operation of the MoU (including any supplementary protocols and guidelines) on a periodic basis and consult with each other about improving the operation of the MoU where necessary. Any part of this MoU may be amended at any time with the mutual agreement of both parties in writing.
- 7.2. The parties agree that this MoU may be published on each party's website.



David Locke
Chief Ombudsman and CEO
Australian Financial Complaints Authority



Signed by:
Cynthia Gebert
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Cynthia Gebert
Ombudsman
Telecommunications Industry
Ombudsman

Date: 22.9.2026

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