Telecommunications Industry Ombudsman

TIO submission on the ACMA's Proposal to make the Telecommunications (Consumer Protections) Industry Standard

November 2026

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1 Introduction

Thank you for the opportunity to provide feedback on the Australian Communications and Media Authority's (**ACMA's**) proposed *Telecommunications (Consumer Protections) Industry Standard* (**the Standard**). We welcome the proposed Standard as it will significantly increase the clarity of provider obligations and uplift consumer protections as needed for an essential services industry.

The Telecommunications Industry Ombudsman (**the TIO**) welcomes the transition to direct regulation which will encourage providers to take their obligations and consumer protections seriously, with real consequences if obligations are breached.

The proposed Standard complements existing Standards[1], modernising industry obligations and strengthening protections so that industry practices do not disproportionately impact consumers experiencing vulnerability. Including new obligations around mis-selling, vulnerability and customer service provisions will further enhance protections and address existing regulatory gaps. We also welcome sales incentives and performance pay being addressed in the Standard, as it will reduce the likelihood of this behaviour leading to negative consumer outcomes.

Overall, robust regulatory oversight provisions will help improve and uplift the maturity of industry over time, and allow for increased understanding of what drives good industry practice.

While industry is calling for time to adjust to the proposed obligations, we encourage both the ACMA and industry to consider implementation of the Standard in light of how long the *Telecommunications Consumer Protections Code* (**TCP Code**) review process was, and how long these consumer protections have fallen short of community expectations. Providers have been on notice of proposed regulatory changes since the ACMA issued its Statement of Expectations in 2023. Implementation periods that address the anticipated impact on industry must be balanced with the impact of further delay in introducing these protections for consumers.

While we welcome the new and robust consumer protections, we acknowledge that the strength of these protections must be balanced with the resulting impacts on the availability of services, possible increases to the cost of services, and potential for providers to set prices for essential services that are not affordable for consumers already struggling with cost-of-living pressures and the increasing need to participate in the digital economy. We are confident the ACMA will ensure that providers give evidence to justify any consideration given to potential price impacts of an increased regulatory burden.

[1] *Telecommunications (Domestic, Family and Sexual Violence Consumer Protections) Industry Standard 2025* (**DFSV Standard**) and the *Telecommunications (Financial Hardship) Industry Standard 2024* (**Financial Hardship Standard**).

We thank the ACMA for its work to date on the Standard, and for considering our feedback in this submission.

2 The Standard should ensure availability of clear and itemised bills

We strongly support the proposed Standard's stronger billing requirements, which will help consumers stay informed about the cost of their services and understand the amounts they are being charged. These obligations could be strengthened by making clearer that bills must contain sufficient information for consumers to understand how the total amount payable has been calculated and identify the charges associated with their services. This would provide greater clarity for consumers without prescribing a particular format or level of itemisation for all providers.

The Standard's requirements for billing are a significant improvement to the current requirements in the 2019 TCP Code and the billing requirements proposed during the review of the TCP Code.

The proposed Standard appropriately requires bills to be issued for all services and that those bills be clear about what services they apply to. Section 80 of the Standard requires all providers to supply a bill for each telecommunications product offered by a provider for each charging or billing period. Sections 81 and 82 respectively require that bills must be issued using the consumer's preferred communication method offered by their provider and allow for at least two fee-free payment methods, with at least one of the payment methods being able to be done manually.

These changes substantially address the TIO's feedback on the previous versions of the TCP Code. As drafted, the proposed requirements for billing allow consumers to stay informed about the cost of their telco services, and address a need for flexibility in payment options for consumers who may be unable to consistently use automatic payment methods.

In the 2025/26 financial year, the TIO received 2,492 complaints where 'bill unclear or not received' was a key issue of the complaint, an increase of 17.7 percent[2] from the previous year. Concerns about billing clarity and availability are a growing area of concern for consumers.

The proposed Standard could also extend billing requirements on providers to have more detailed billing content. While the Standard requires each bill to contain sufficient information to allow customers to 'reasonably verify' the charges for a service, this may allow providers significant discretion about the degree and clarity of detail to provide in a bill. Concerns about a bill may be addressed more quickly where consumers are able to easily understand the total amount due for their services, and how these charges are connected to the usage on the service.

[2] TIO 2026 Annual Report, page 89.

In addition, the proposed Standard does not require providers to supply a bill where consumers have provided explicit and informed consent to customise or limit their billing arrangements. While the TIO recognises this part of the Standard allows consumers flexibility for their billing arrangements, we recommend this express and informed consent is not used by providers to avoid the general requirement to issue a bill. Bills should still be available to consumers on request, even if they have previously consented to not receive them. This ensures the availability of important information is not limited when consumers have an unexpected charge or dispute that requires clarification.

Clear availability of itemised bills will ensure consumers can remain informed about the charges and usage on their services and may reduce the growing complaints about the lack of clear information available in bills.

Case study 1: Prakash* did not understand what he was being charged

Prakash has a service with ArgenTel, and one day received a notice his services were going to be restricted due to an outstanding debt on his account. Prakash was confused, as he had spoken with an ArgenTel Customer Service Agent the previous week and was told his account was up to date.

A day after he received notice of the upcoming restriction of his services, he received a bill for $600 with little detail about the calculation of the charges. Prakash did not understand how the $600 had been calculated and had never received a charge of this amount before. When he contacted ArgenTel again about the restriction and bill, he was not provided an itemised bill or further explanation of the charges, so he made a complaint to the TIO.

**Names of all parties have been changed.*

3 Clear requirements for flexible direct debit arrangements support better outcomes for consumers

We strongly support the Standard's strengthened direct debit protections, including requirements for express and informed consent for direct debit arrangements, advance notice of debits, flexibility to vary or cancel arrangements, protections following failed payments, and prompt refunds of amounts incorrectly debited. These safeguards are particularly important for consumers on limited

or fluctuating incomes, where an unexpected or incorrectly timed debit can leave insufficient funds for other essential expenses.[3]

We also support the requirement in section 88(5) of the Standard for incorrectly debited amounts to be refunded within three business days. Unexpected withdrawals can have an immediate impact on consumers who have limited capacity to absorb an additional expense, and a prompt refund requirement appropriately limits the potential harm.

Importantly, these protections should apply consistently according to the substance of the payment arrangement, regardless of the terminology a provider uses to describe it**.** Payment models described as “subscription”, “upfront” or by another name should not fall outside the protections where, in practice, the provider has authority to automatically debit a consumer’s account to settle service charges.

Case Study 2: Monica’s* telco debited her account unexpectedly**

Monica needed enough money in her account to pay for an urgent car repair, so she asked her telco for an extra week to pay her bill. The telco agreed to give her an extra week but then took the money out of Monica’s account on the regular day. It then refused to refund Monica, leaving her with limited funds for another week.

**Names of all parties have been changed.*
***This case study first appeared in the TIO’s Systemic insights report, ‘Keeping connected: Experiences of telco consumers in financial hardship’ (August 2025).*

4 Greater clarity is required about requesting evidence of vulnerable circumstances

The Standard provides a significant uplift in obligations on providers to identify and support vulnerable consumers. We welcome the Standard’s recognition that people can experience a range of vulnerable circumstances, and that these circumstances can be temporary, ongoing or intermittent. We also recognise the Standard requires providers to proactively identify and respond when consumers indicate they may be vulnerable or require additional support.

[3] The impact of unexpected direct debit exacerbating financial hardship is explored in our 2025 Systemic Insights Report Keeping connected – Experiences of telco consumers in financial hardship.

Despite this, the Standard should clarify when providers can request evidence and target the consideration of that evidence to whether and how to provide remedies, rather than to judge a consumer's circumstances.

We understand that providers may require safeguards to prevent vexatious claims and fraud. However, we are concerned that, even with the limitations and safeguards in the Standard[4], the ability for providers to request evidence of a consumer's vulnerable circumstances may create additional stress, delay access to support or a remedy, and discourage some consumers from seeking assistance altogether.

This is particularly concerning in regard to section 48 of the Standard[5], which links access to certain remedies to a consumer demonstrating that their decision-making was impaired by vulnerability in connection with the purchase of a telecommunications product. The Standard also permits providers, subject to specified safeguards, to request information from consumers to substantiate their circumstances.

Requiring a provider to determine whether a consumer's "*decision making was **impaired** by a vulnerability*" risks creating an unnecessarily high threshold for consumers seeking a remedy. Consumers may be required to disclose sensitive or distressing information to establish the impact of their circumstances, or be asked for information or evidence that they do not hold. Provider staff may be required to make difficult judgements about the consumer's decision-making capacity. The focus should instead be on whether the consumer's circumstances materially affected the purchasing decision and whether the provider acted appropriately in making the sale.

In addition to the current safeguards in the Standard to limit when providers may ask for evidence, the Standard could be further strengthened by:

- Clarifying in what circumstances evidence would be "reasonably necessary" to be provided under section 23.
- Clarifying section 48 so that any evidence requested should focus on the impact on the purchasing decision rather than whether the customer's decision making was "impaired" by a vulnerability, so that the provider is not required to make an assessment of a consumer's capacity to enter into a contract at time of sale.
- Clarifying that the evidence should be provided for the purposes of a provider determining an appropriate remedy, not to make a judgement on vulnerability.
- Amending section 48(1) so that a consumer may request relief after six months of becoming **aware** that their vulnerable circumstances had affected their purchasing

[4] We support the limitations in the Standard, including providers only being permitted to request evidence of vulnerable circumstances after relying on information already available to them and considering whether they need the information at all.

[5] Responsible selling: sales, contracts and credit assessments.

decision, rather than **from the date of purchase**. This recognises that the impact of vulnerable circumstances may not be immediately apparent and provides consumers with a reasonable opportunity to seek a remedy.

Finally, we welcome the requirement that providers, where practicable, do not retain copies of information provided to support a vulnerability-related remedy and instead record the type of information considered. This is a proportionate approach that allows providers to maintain an appropriate record of their decision while reducing the risks associated with retaining sensitive consumer information.

Case study 3: Kenneth* was unwell and sold a new plan

Kenneth was contacted by his provider TelClay and offered a new phone service plan with a device. Kenneth was told by the provider that his services, number and plan costs would be the same, so he agreed.

Kenneth later received a bill for over $2,000 for the termination fees for his previous service contract and linked device. Kenneth told his provider he did not understand there would be more charges, but wanted to pay what he owed them. He told the provider he could not pay the full cost up front and would like a payment arrangement because he was unwell and in financial hardship and had been for some time.

Kenneth's provider did not agree to a payment arrangement with him and, using the direct debit arrangement it had with him, charged the full outstanding balance. Kenneth said while he wanted to pay, the entire amount being debited left him unable to afford medicine and other essentials.

After Kenneth approached the TIO, TelClay eventually agreed to refund half the charges it direct debited and allowed Kenneth to keep the device and pay the regular plan charges moving forward.

**Names of all parties have been changed.*

5 Clear and directly enforceable obligations will reduce mis-selling conduct

We support the strong obligations in the Standard regarding mis-selling conduct and recommend the ACMA clarify the remedies providers must offer consumers affected by mis-selling under section 45(8) of the Standard.

The current drafting of section 45(8) separates the remedies using 'or' which suggests providers may choose from among that list. We suggest the Standard requires, at least, a minimum of all remedies that are reasonably relevant to the mis-selling conduct, rather than allowing a provider to select a single remedy that may not fully address the consumer's circumstances.

While providers are prohibited from requiring a consumer to accept any one of the remedies, the Standard does not make clear what, among those remedies, a provider is required to offer for mis-selling situations. A clarification in the drafting of section 45(8) will reduce the risk of providers being confused about what is required and ensure consumers have access to a range of remedies appropriate to the mis-selling they've experienced.

We otherwise strongly support the Standard's approach to responsible selling and its prohibitions, remedies and reporting requirements for mis-selling. Strong minimum standards for sales conduct are important given the significant consumer detriment that can result from poor sales practices, particularly where these practices occur at scale. Mis-selling can result in consumers, including consumers experiencing vulnerability, being sold products they do not want, do not understand or are not able to afford.

In our previous feedback on the TCP Code, we called for a clear definition of mis-selling and stronger minimum standards for provider sales conduct. The proposed Standard substantially addresses these concerns. We welcome its clear and non-exhaustive definition of mis-selling, responsible selling requirements, prohibition on undue pressure, provider accountability for third-party sales, and the connection between mis-selling and specific consumer remedies.

We also support the requirement for providers that identify mis-selling to take reasonable steps to proactively contact affected consumers and offer remedies. Mis-selling may affect consumers without them immediately recognising what has occurred. Placing responsibility on providers to identify affected consumers and take steps to remediate the harm appropriately shifts the burden away from consumers having to identify the conduct, make a complaint and pursue a remedy themselves.

We also support mis-selling protections applying consistently across the industry and not further scaled according to provider size. From our complaints and systemic investigations, we know that poor sales practices are not confined to larger providers, and consumers can experience significant harm regardless of the size of the provider involved. Given the fundamental nature of the responsible selling obligations, all providers should be held to the same minimum standards for preventing mis-selling and providing appropriate remedies when it occurs.

Case Study 4: Kai* couldn't afford device repayments

Kai contacted the TIO as he was experiencing severe financial hardship. Kai had bought two mobile devices from Under Com on two-year contracts, however at the time of purchase he was studying on a limited income and didn't understand the monthly repayment costs. During the sale, Kai told Under Com about his circumstances but Under Com proceeded with the sale.

Two months later, Kai was struggling to keep up with the monthly bills and tried to contact Under Com for hardship support, but after several attempts, he did not get any help. After a few months, a default was listed on Kai's credit report which impacted his housing arrangements. Kai then approached the TIO for help.

During conciliation, Under Com refused to acknowledge that it mis-sold Kai the two costly mobile devices. Eventually, Under Com agreed with the TIO's recommended outcome to compensate Kai $1,300 and remove the default listing.

**Names of all parties have been changed.*

6 Disconnection of essential services should only be a last resort

We strongly support the Standard's proposed and strengthened credit management safeguards contained in Part 8. We recommend it is strengthened by requiring providers to inform consumers about their right to contact the TIO in credit management notices and following a review of a decision to restrict, suspend or disconnect a service.

Telecommunications services are essential to everyday life, and losing access can have significant consequences for consumers, including their ability to access employment, education, health and other essential services. Disconnection for credit management reasons should therefore be a measure of last resort, after consumers have had adequate notice and a reasonable opportunity to pay an outstanding amount, seek financial hardship assistance or resolve a dispute.

In this context, we support the requirement for providers to issue three notices over a period of at least 20 business days before disconnecting a service and the longer staged process for restriction, suspension and disconnection. When disconnection can have such significant impacts, it is appropriate consumers receive adequate notice and a reasonable opportunity to make overdue payments, or request assistance on those overdue payments before services are restricted, suspended or disconnected.

While we understand this is a substantial change in how providers and their systems may communicate and oversee their credit management processes, it is proportionate to the growing reliance on telco services. The increased timeframes will give consumers substantially more time to engage with providers or support services to seek financial hardship assistance, navigate charge disputes with their provider and to arrange for an alternative and possibly more affordable service before any essential service is disconnected. These timeframes are also in line with other essential services, such as energy.[6]

Similarly, the Standard could require a certain debt threshold be reached for telco services prior to those services being disconnected. Disconnection of essential services is a significant credit management step and should not be triggered where there is a relatively low financial risk to providers and consumers. If there is to be a threshold prior to disconnection, such a threshold should be low enough to not financially overcommit a consumer who may be unable to repay a significant debt. This requirement is also reflected in other essential services like energy.[7]

We also support the prohibitions contained in the Standard:

- In section 95, on providers disconnecting consumers for credit management reasons when that consumer's billing address makes clear to the provider the consumer's area is being impacted by a natural disaster.[8] This prohibition slows disconnection where consumers may be unable to contact their provider or are experiencing more pressing disruption to their wellbeing.
- In Section 91, on credit management disconnection when a debt is subject to an active complaint or dispute.

Providers should be required in credit management notices and when concluding a required review of a decision to restrict, suspend or disconnect a consumer's service, to make clear what pathways a consumer may have for external dispute resolution (**EDR**), including referring consumers directly to the TIO's dispute resolution scheme. This suggestion is consistent with our previous feedback on the TCP Code.

[6] National Energy Retail Rules rule 111.

[7] National Energy Retail Rules rule 116(g).

[8] We note industry is given guidance on what the scale and scope of a natural disaster may be by reference to the *Telecommunications (Customer Communications for Outages) Industry Standard 2024*.

This suggestion is important considering the findings of the Consumer Policy Research Centre's Report '*Barriers to Effective Dispute Resolution in the Telecommunications Industry'* which showed that 46% of consumers did not make a complaint about their telco despite having a dispute.[9] Further, this report shows only 21% of consumers with a telco dispute are aware of the TIO as an avenue to resolve their complaint without being told. Referral to the TIO and clarification of complaint and dispute pathways will lead to disputes being resolved in a timely way, reduce complexity and frustration.

Providers informing consumers about EDR and how to make a complaint is important for consumers who may need support with a dispute and provides important information and safeguards. Credit management can disproportionally impact consumers in vulnerable circumstances and in financial hardship, and in our experience these consumers are less likely to be aware of dispute resolution support or what their options for assistance are.

7 Strengthen mobile coverage remedies and pathways to dispute resolution

We support the Standard's clear remedies for when mobile network coverage does not meet the consumer's reasonable expectations, but recommend the ACMA reconsider the six-month limitation in section 46(3) and that the Standard requires providers to inform consumers about the TIO where a mobile coverage remedy is refused.

Poor mobile coverage is a significant and persistent source of complaints to the TIO, particularly for consumers living in regional, rural and remote Australia.[10] We consider there are clear difficulties consumers face when they discover their mobile services do not work where they need to use those services, and, in our 'Left Behind: Experiences of Telco Consumers in Regional, Rural and Remote Australia' Systemic Report we highlighted how these issues can impact consumers in remote communities and recommended remedies where coverage standards are not met.

[9] Prepared by Consumer Policy Research Centre for the Telecommunications Industry Ombudsman, Barriers to effective dispute resolution in the telecommunications industry, July 2024, page 13.

[10] In FY 2026, TIO received at least 2,715 complaints where poor mobile coverage was a clear issue in a dispute.

The Standard's remedies for consumers impacted by mobile coverage issues address some of our concerns about the impact of mobile coverage issues, and provides clarity around what providers are expected to do, especially where impacted services have costly linked device contracts with large termination fees associated with the cancellation of the connected service. We welcome the Standard allowing consumers eligible for remedies to end a service contract and pay for any connected device for at least the remaining duration of the connected device contract or return the device for a refund.

We question whether the six-month limitation on access to mobile coverage related remedies in section 46 is necessary. Providers have a legitimate interest in being protected from misuse of this remedy. However, this could be achieved by the Standard's requirement in section 46(4) for providers to assess whether a request for a remedy was made in good faith. This allows a provider to reasonably raise concerns about whether there is a coverage issue at all, without the risk of the time restriction preventing a consumer in an area with genuine coverage issues from accessing a remedy.

Coverage issues can also be caused by network faults and outages. These faults or outages can occur at any time after a consumer agrees to the provision of a service, and while we recognise providers have a commercial incentive to rectify network faults, some faults and outages can take considerable time to rectify. The removal of the 6-month limitation allows consumers who have their coverage impacted by a fault to request a remedy without providers being able to immediately refuse to provide access.

Finally, we recommend that where providers refuse to allow consumers access to a mobile coverage related remedy for any reason and the provider does not intend to consider a consumer's request further, that the provider be required to refer a consumer to the provider's internal dispute resolution process, and, if appropriate or where the complaint remains unresolved, to the TIO's EDR scheme.

8 Clear credit assessment requirements will reduce financial overcommitment and debt exposure for telcos and consumers

We strongly support clear, robust and meaningful credit assessments. When carefully implemented and supported by strong safeguards against mis-selling, these assessments play an important role in preventing consumers from becoming financially overcommitted to telco products and services.

Consistent with our previous submissions on the TCP Code, we welcome the Standard's clearer credit assessment requirements and its application to both new and existing residential consumers and to business consumers. We also support requiring providers to consider whether another service may be suitable where a consumer does not meet the provider's credit assessment requirements.

Any trigger or minimum threshold for a credit assessment should target the credit risk exposure of a consumer and provider in a service arrangement. The proposed financial threshold of $300 may unintentionally capture low-risk recurring charge service arrangements that do not have associated device charges or early termination charges.

Consumers who are vulnerable or have low or irregular incomes may be able to comfortably manage relatively low ongoing payment obligations, despite those services not exceeding the proposed credit assessment threshold. Requiring a credit assessment in these circumstances may create a risk that providers withdraw lower-cost services where the cost of conducting the assessment is disproportionate to the value of the service.

The Standard should be amended to target credit assessments being scaled to the actual financial exposure risk of an agreement, particularly where there is:

- a single person accountable for multiple telco services,
- high early termination fees for an agreement, or
- large device or equipment payout fees recoverable over the term of the agreement or payable if a contract is cancelled within its minimum term.

We see many complaints where sudden and unexpected charges from these sources cause significant financial impact, and the Standard should ensure any credit assessment requirements and thresholds capture these.

Additionally, where expensive devices and equipment are supplied as part of a repayment arrangement with a provider, these should not be exempt from the requirement for a credit assessment, regardless of the overall cost.

While we appreciate the significant challenges associated with quantifying these liabilities, we consider these concerns pose a greater risk to consumers than shorter-term, or lower-risk arrangements that may meet the current proposed threshold.

Case study 5: Felix* had to pay for expensive outdoor equipment

Felix lives in an area with poor mobile coverage and does not have access to a fixed line internet service he can use for Wi-Fi calling.

He had purchased a mobile signal booster from his provider Merry Telco for $1000. A year or two after this purchase, the signal booster stopped working.

Merry Telco told Felix he needed to purchase a new antenna to boost the signal at his property and this would cost at least $2200. Felix said he could not afford to pay $2200 upfront, and that he was concerned the last signal booster did not last long enough to justify the cost.

After Felix complained to the TIO, Merry Telco eventually agreed to provide a $600 credit towards the cost of the new antenna and to allow Felix to pay the antenna's costs in instalments.

**Names of all parties have been changed.*

9 Understanding a consumer's financial position will improve credit risk management

We support the Standard providing additional guidance to providers on what affordability indicators are and requiring the use of a number of those indicators as part of a credit assessment. We welcome this extending the requirements on providers beyond considering an existing consumer's previous payment history or other limited and unclear factors around a consumer's ability to pay. These measures provided incomplete information about a consumer's capacity to take on further financial commitments.

The Standard should require providers to consider the appropriate affordability indicators in a way which is proportionate to the risk of a financial commitment.

Extending the requirements on industry to consider affordability indicators introduces training commitments and reduces discretion providers have in financial risk management. However, we consider a consistent and clear expectation on how to consider affordability indicators as part of credit risk management is a proportionate requirement for an industry which provides essential services. We also acknowledge the cost of telco services and devices is increasing over time and the minimum contractual terms for services and devices offered by providers are growing.

We encourage affordability indicators to allow some flexibility in their application. The Standard could consider scaling requirements on providers to consider types and numbers of affordability indicators to the scale of the financial risk or exposure posed to a consumer by their proposed and existing commitment to a telco provider. This limits providers interpreting the affordability indicator

mechanism as a requirement to consider large amounts of consumer financial information as part of assessing capability to pay for relatively low commitment services.

The proposed list of affordability indicators should also not permit providers to assume that employment status or a conventional, regular source of income is determinative of a consumer's ability to pay for a service. Consumers may be able to afford a service in circumstances where they do not have a regular income and conversely may be unable to afford a service in circumstances where they do have a regular income.

This is important because consumers may be able to afford telco services despite having irregular income or non-standard employment arrangements. The Standard requiring a framework that is rigid risks excluding consumers from accessing services.

Case study 6: Sadie* was employed but could not afford services

Sadie went to a Tickle Telco store and asked to purchase a new telco service for her and her 13 year old son.

Sadie told Tickle Telco she had a job and was paid fortnightly. Tickle Telco told her she could have two new mobile devices on new service plans.

When Sadie got her first bill, the monthly costs were higher than she expected, and while she paid what she could, she was eventually default listed by Tickle Telco for the outstanding charges. She complained to the TIO saying she was unable to afford the services and that her employment was not full-time employment and she is a single mother of two children.

Tickle Telco said they only had records saying she was employed and did not have any information about her financial situation. Through the TIO's conciliation process, the complaint resolved when both parties agreed to a refund of a substantial amount of payments made by Sadie and the removal of the default listing.

**Names of all parties have been changed.*

In addition, information gathered as part of considering affordability indicators such as employment status, source of income and existing liabilities may result in providers requesting, recording and holding large amounts of information about consumers. The risk of the exposure of this information, which can be considered intrusive or embarrassing for consumers should be balanced with the value and financial risk of the arrangements the information is requested for.

10 Clear and accessible customer support avenues improve the customer service experience and will reduce disputes

We welcome the Standard's broader requirements for accessible and inclusive communication.

We strongly support the requirements contained in Part 3 of the Standard which require providers to communicate in plain language, to make information readily accessible to consumers, and to provide both digital and non-digital communication methods appropriate to their customer base and services. We welcome the requirement for providers to, in certain circumstances, use customers' preferred communication methods, and requires providers to have, from among their offered methods, at least one method of written communication.

We also welcome the flexibility afforded by the Standard allowing for more than one preferred method of communication and for preferred communication methods to be clearly recorded and accessible by provider staff. This allows consumers to explain how a provider can best communicate with them and gives providers opportunities to establish trust and confidence by using those methods throughout the service arrangement between the parties.

Flexibility in customer service and support avenues and clear communication assists both consumers and the providers in reaching clear understandings and reducing instances of dispute.

Taken together, these obligations should make it easier for consumers to understand their rights, for both providers and consumers to constructively engage with each other and resolve issues or navigate misunderstandings before they become complaints.

11 We support requirements for tailored and human operated support options

We strongly support the requirement for providers to maintain a human-operated customer service contact channel. The TIO receives complaints from consumers who have difficulty obtaining meaningful assistance despite repeated attempts to contact their provider. While automated channels can be useful for routine interactions, they may not be appropriate for complex issues or where a consumer requires assistance tailored to their individual circumstances.

The Standard should also provide that consumers should be able to easily identify how to contact a human, transition from automated channels without unreasonable effort, and receive assistance within a reasonable time. This requirement is more targeted than the requirement that a human operator merely exists somewhere within the provider's customer service arrangements.

Section 59 of the Standard appropriately details that a customer service model which relies solely on automated responses, including a provider's chatbots or artificial intelligence systems, does not satisfy the requirement for a provider to maintain a human-operated contact channel. We also welcome the requirement in section 59(2) for providers to make a telephone contact available for enquiries and requests.

The proposed drafting of section 59(3) of the Standard only requires a provider to 'make available' a human operated contact channel. Without additional clarification, this approach risks allowing technical compliance without meaningful access, for example, where human support exists but is insufficiently resourced to meet the needs of the provider's customer base.

The Standard should require providers to ensure a human operated channel is able to be contacted within a reasonable time, and that the way to reach a human operator is reasonably clear from the provider's website and documentation, rather than simply being recorded somewhere within the provider's customer service documentation or systems.

In addition, consumers should be able to identify how to access human assistance and transition to that channel without unreasonable barriers, or without the avenue being difficult to access or find, where the available automated support is unable to resolve their issue or does not suit their needs.

Clear avenues to contact a human in a provider's customer service system are particularly important for consumers experiencing vulnerable circumstances and for complex disputes where a scripted or automated response may not be capable of or suitably take account of a consumer's individual circumstances.

Case Study 7: Hazel* could not contact customer service for help

In 2025 Hazel signed up online to an internet service with Dome Internet for $90 per month. Soon after signing up, a technician attended Hazel's rural property to install the necessary equipment, however her internet service still did not work.

Hazel tried contacting Dome Internet through its different customer service channels including calling, emailing, and through Dome Internet's app. Despite her best efforts, she could not get through to Dome Internet, and got locked out of her telco account. During this time, Dome Internet continued to charge Hazel the full monthly internet costs despite her having no internet service.

After one month of trying to contact Dome Internet unsuccessfully, Hazel approached the TIO for help. During conciliation, Dome Internet responded to the complaint and eventually accepted the TIO's finding for it to refund Hazel $640, which included all service fees and installation costs.

**Names of all parties have been changed.*

12 The ACMA should consider what are the appropriate avenues for bereaved consumers to cancel accounts

We welcome the obligations around deceased consumer accounts being included in the Standard, particularly the obligation for providers to have a deceased account policy on their website. However, greater clarity is needed around:

- Who has authority to cancel an account, and
- Who has authority to deal with the ownership or assets of an account

In complaints to our office, we often see confusion, delays and heartache around the timely cancellation of deceased consumer accounts. We see situations such as services being incorrectly disconnected, cancellation issues, consumers trying to keep service numbers and transfer accounts to other consumers, billing concerns such as providers continuing to charge deceased accounts for unused services, and general delays in processing bereavement requests.

Clear information about deceased account processes is important so estate representatives can be well informed and prepared when dealing with deceased accounts. Accessible deceased account cancellation processes can reduce the likelihood of unexpected bills for an estate and minimise additional stress for recently bereaved consumers.

We maintain the Standard should be careful to not make authorisation for cancellation of deceased accounts too broad. Estate administration can be legally and practically complex, and different types of requests can carry very different risks.

The proposed Standard provides a definition of *authorised estate representative* and includes two notes clarifying the definition. Note 1 explains the type of persons who may have authority to be an estate representative and includes a person's next of kin, the managing lawyer of a will or individuals who had power of attorney.

These individuals may have a role in the management of a deceased person's affairs but may not have the legal rights to manage the assets of an estate. Including these persons in the definition of *authorised estate representatives* may introduce confusion to smaller providers or providers without legal support on how to appropriately manage the accounts of deceased consumers.

When we handle deceased estate complaints, it is not always clear who has authority to manage the affairs of an estate. Bereaved consumers should have flexibility to cancel accounts where they can demonstrate reasonable authority to do so, but circumstances where there are more complex account management questions, such as expensive equipment or large credit balances can be more difficult.

While the cancellation of a deceased consumer's account may be of little consequence to an estate, the ability for individuals to make requests around the transfer of ownership, payments or settlement of amounts on the account and refunds of any credit balances may carry different risk profiles and may be appropriately managed in a different way.

The Standard could clarify what a provider's policies require when managing cancellation of an account and when disposing of credit balance or other assets in a telco account to avoid confusion and conflict between those who may have differing levels of authority and those who have legal authority to manage the deceased person's estate.

13 Consumers should be able to cancel services as easily as they sign up for them

Consistent with TIO's policy position statement on Cancellation practices, the TIO strongly supports the Standard requiring providers' cancellation processes to allow consumers to terminate their services with the provider without experiencing material barriers to that cancellation. Consumers should not face more barriers to leaving a telco service than they are faced with when signing up for those same services.

We also welcome the Standard requiring providers to give consumers clear information on their websites about cancellation options, and to clarify these options within two business days if a consumer asks. These obligations represent a significant improvement on the requirements on industry when dealing with cancellation requests and are important steps in reducing unfair retention practices.

We continue to call for, as we have in our submissions to the TCP Code review, a requirement for Critical Information Summaries to include reference to how a consumer can cancel their service. We consider this requirement supports the intention of the drafting and supports the other minimum content requirements of Critical Information Summaries around termination and charges.

14 We do not oppose phased implementation timeframes for smaller providers

The proposed Standard and its changes are welcome, however we also acknowledge some areas represent a significant change to the existing consumer protection framework in the telco industry, and providers may reasonably require time to make changes to systems, processes and training to have a mature approach to the new compliance requirements.

While we acknowledge the impact on industry, the consultation and wait for these stronger protections have required a considerable period of time. The TCP Code has remained largely unchanged for many years, and while new Standards[11] have been introduced to manage crucial areas of overdue reform, the review process identified material deficiencies in the consumer protection framework that have remained unaddressed.

Providers were meaningfully and closely involved in the review of the TCP Code and had significant opportunities to respond to the related consultations on the consumer protections now proposed in the Standard. In our view, industry has through this process had significant notice about the concerns with the existing framework and notice of the likely change to key provisions introduced in the Standard.

With these factors in mind, we do not support delaying the Standard's proposed protections without meaningful evidence about why a delayed implementation is proportionate and necessary when considering any delay in implementation and its impact on consumers. It is appropriate for providers to supply evidence supporting their cases for practical costs and challenges of the new protections. We understand the changes and the implementation timeframes proposed may not impact all providers equally when there is a large range of telco providers with different resourcing and product offerings.

We acknowledge the important role that challenger brands, and other smaller providers can serve in the health of telco competition and offering a variety of services, price points and recognition of specific consumer niches and needs. It may be appropriate to consider what meaningful implementation measures and timeframes the Standard could propose where providers can offer compelling evidence supporting a view that without additional time to implement changes they would be left with no reasonable alternative other than to unnecessarily impact the affordability or accessibility of the telco's services for consumers.

Considering this, we do not directly oppose measures in the Standard that target or phase implementation of certain measures where evidence supports this leading to better outcomes for consumers. Any additional timeframes should be limited to where a reasonable need has been demonstrated by reference to evidence and does not needlessly delay protections providers can already deliver.

Taking into account evidence supplied by industry may help appropriately balance the need to deliver the overdue stronger consumer protections with the impact of the costs of the implementation and how this may be passed onto consumers. We support the protections of the Standard avoiding needless and disproportionate impacts on consumers through reduced choice in providers or a significant increase in the cost of services.

[11] For example, the Financial Hardship Standard and the DFSV Standard.