

Optus Public Comment: Telecommunications Consumer Protections Industry Code (Draft: C628:2018)

Comment Number	Insert reference E.g. Code /Guideline Clause or Section Number	Comment	Initials of person providing comment / or name of organisation
1	Definition of Broadband Education Package Code s2.1	As per our comment below relating to clause 4.1.2(b)(iii) of the Code, we suggest that a definition of Broadband Education Package would be helpful, or at least the link to this on the Communications Alliance website.	Optus
2	Definition of “consumer” Public Comment Explanatory Statement, pg. 6	Optus does not support any increase to the spend limit included in the definition for a “consumer”. The current definition is still relevant and accurately reflects Optus’ SMB customer base and the intent to provide extra protections to SOHO/micro small business customers, who do not have the resources that the larger end of the SMB market has.	Optus
3	Definition of Post Paid Service	The proposed insertion of the words “including post paid month to month plans” at the end of the definition of “Post Paid Service” does not help clarify what constitutes a post-paid	Optus

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	Code s2.1	service. The clarification should be that it excludes services that must be paid for in full before the service is provided.	
4	Definition of Security Deposit Code s2.1	We believe the definition should be further amended to include the words "For the avoidance of doubt, this does not include any amounts paid upfront that are then drawn upon to pay for the service." This will ensure payments in advance for use of the service are not unintentionally caught by this definition.	Optus
5	Definition of Text Advertising Code s2.1	The definition of "Text Advertising" should exclude third party comparison sites. Suppliers provide information to these sites, but these third parties have their own templates and suppliers have little control over how the information is displayed.	Optus
6	Language Code s3.1.1	Editorial item: "; and" at the end of the clause needs to be deleted, and replaced with a full stop.	Optus
7	Authorised Representatives Code s3.4.1	Clause 3.4.1 is a definition, not a Code rule, therefore needs to be deleted from this section of the Code. It is already defined in section 2.	Optus
8	Authorised Representatives	This clause should be a note box, not a rule. CSPs have legal obligations relating to privacy and security issues, and this clause cannot override those, even if the steps a CSP takes appear	Optus

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	Code s3.4.2(f)	unreasonable. It is unlikely CSPs will be able to demonstrate compliance with this clause, and it will be unenforceable by the regulator, therefore must be removed.	
9	Advocates Code s3.5.1	Clause 3.5.1 is a definition, not a Code rule, therefore needs to be deleted from this section of the Code. It is already defined in section 2.	Optus
10	Advocates Code s3.5.4	Clause 3.5.4 is not a Code rule, therefore needs to be deleted from this section of the Code. Optus recommends it be returned to the definition of Advocate, as per the current (and past) version(s) of the Code.	Optus
11	Critical Information Summary: Content Code s4.1.2 (b)(i)	Clause 4.1.2(b)(i) should be amended to read: If whether the Offer depends on a bundling arrangement with other Telecommunications Services, and if so , a description of those other Services.	Optus
12	Critical Information Summary: Content Code s4.1.2 (b)(iii)	There is no definition in section 2.1 as to what the CA Broadband Education Package is. Suggest inserting one. Also, should a provider wish to replicate the BEP information on their website instead of referring to an external source, they should be able to do so. Therefore, we suggest that the clause be clarified to confirm that both of those options are possible,	Optus

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		e.g. "...a link to the Communications Alliance Broadband Education Package <u>or to that same information on the Supplier's own website</u> "	
13	Critical Information Summary: Content Code s4.1.2 (b) (vii)	This clause should be amended to read: Where the Offer is not unlimited <u>and the cost of Data can be calculated by reference to the monthly cost of the service</u> , the cost (prior to any Discounts being applied) of using one megabyte of data within Australia. This is to account for situations where the plan access fee is one amount and therefore it is not possible to ascertain the cost of 1MB of included data in the plan.	Optus
14	Critical Information Summary: Content Code s4.1.2(b)(x)	Many products do not have roaming capabilities, yet this clause does not clarify that it only applies to products which can be used for roaming. Recommend that the clause wording be clarified accordingly, e.g. by adding "where relevant" to the start of the clause.	Optus
15	Format: Length Code s4.1.3(b) and Separate	The ACMA has agreed that the new NBN Key Facts Sheets (required under the <i>Telecommunications (NBN Consumer Information) Industry Standard 2018</i>) can be appended to relevant CIS documents. This means that the requirement for the	Optus

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	Document Code 4.1.4	CIS to be a “standalone” document is no longer quite accurate. Therefore, the wording of clause 4.1.3 should be amended to remove the words: “as a standalone document”, and/or clause 4.1.4 should be amended to confirm that combining the CIS and NBN Key Facts Sheet is OK (the key concern is that it not form part of the SFOA).	
16	Accessibility (current Offers) Code s4.1.6(a)	It seems odd to call out the need for Pre-Paid CIS documents as part of this rule. If this relates to a misunderstanding about the definition of Offer, or whether CIS requirements relate to Pre-Paid services, Optus suggests this may be better dealt with either in the definitions or via a note box.	Optus
17	Provision prior to sale Code s4.1.8(a)	The word “provide” should be replaced with “make readily available” to allow suppliers to provide a link to where the CIS document can be downloaded. (For example, Optus sends SMS messages to customers during or shortly after a telemarketing call with links to the cooling off documents, CIS, etc. The actual document itself cannot be attached to an SMS, so the link is sent instead.)	Optus
18	Special Promotion Code 4.5.4 (a)	4.5.4 a) Principal terms: disclose the key terms of the Special Promotion and any key limitations, such as whether stocks are limited and the period during which a Customer will receive any associated discounts promotional offering.	Optus

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		This edit considers all types of promotions offered to customers e.g. extra data. It should not be restricted to price or discounts.	
19	Advertising Code s4.5.5	<p>This clause should be amended as set out below as suppliers cannot calculate the cost of included data where the monthly access fee provides value across calls and data, as the data does not have a separate component price.</p> <p>Advertising for post-paid internet plans with an included Data allowance:</p> <p>When advertising the price or dollar value of a Post-Paid Service which is an internet plan with an included data allowance, a Supplier must Prominently Display the cost (prior to any Discounts being applied) of using one megabyte of Data within Australia in Text Advertising, provided that if the usage is unlimited <u>or the cost cannot be determined (that is, where the internet plan does not quote the cost of data separately to the cost of other plan inclusions)</u>, the Supplier is not required to quote a cost for the Data usage, that is unlimited.</p>	Optus

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20	Advertising Code s4.5.6(b)	<p>This clause should be amended to allow for grouping of all the pricing information in one location on websites. Some advertising may point to a specific promotional page (e.g. iPhone launch page which may not have all the pricing there, but that page will click through to the pricing pages)</p> <p>Small Online Advertising: The standard elements referred to in clause 4.5.5 will be deemed to be Prominently Displayed in Small Online Advertising if the standard pricing elements described in clause 4.5.5 are displayed on <u>a relevant</u> the linked webpage that details plan information.</p>	Optus
21	Billing information provided free of charge Code s5.2.5	<p>The heading of this clause no longer reflects the contents of the clause, which are much broader. Suggest changing the heading to: "Provision of Billing information".</p>	Optus
22	Timing of notifications Code	<p>In some cases where there is a short period of intense usage, it's possible that a customer may reach multiple of the alert thresholds within a short period of time, and therefore the provider ends up sending multiple alerts at the same time (i.e. the 50% and 85% messages sent together). This often creates</p>	Optus

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	6.6.2	confusion for customers. Optus suggests that the code include the capability for a provider to send the most recent alert only in these scenarios, rather than requiring the provider to send an alert for an usage % that has already been superseded.	
23	Platform Code 6.6.5	Optus suggests that this level of prescription is unhelpful to both consumers and providers alike. With changing technologies and more services being provided by mobile apps, for example, the technology used to provide the alerts should not be specified in the code.	Optus
24	Timing of assessment Code 7.4.5	Optus does not agree to the reduced timeframe in this clause – which only provides 5 working days instead of 7 working days for assessment of financial hardship requests. This process is resource intensive for provider staff, who are simultaneously assessing new requests and managing a case load of existing arrangements (amongst other things). Optus therefore requests that the timeframe in the existing code rule be restored in this new version of the code.	Optus
25	Restarting credit management action	The requirement to restart credit management action should remain the same as code clause 6.14.1(b) in the current TCP. The wording should be reinstated as per below:	Optus

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	Code 7.7.2	<p>7.7.2 Restarting Credit Management action: A Supplier can only restart Credit Management action when:</p> <p>a) either 7.7.1 a), b), or c) are met (as applicable to the Customer's, or former Customer's individual situation); and <u>or</u></p> <p>b) the Supplier is unable, using reasonable steps, to make contact with the Customer, or former Customer.</p> <p>It is unreasonable for the committee to expect customers who refuse to pay their bill to give consent to restart credit management, even after we have made reasonable attempts to contact them.</p>	
26	<p>Keeping records regarding transfers</p> <p>Code 9.7.1 (a)</p>	<p>This clause appears to duplicate the obligation to provide this information to customers before initiating a transfer under current TCP code 7.2.2, which is 9.3.2 a) in the draft code:</p> <ul style="list-style-type: none"> - <i>Minimum information: Before initiating a Transfer or when requested by a Consumer, a Gaining Supplier must ensure that the Consumer receives at least the following information:</i> 	Optus

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		a) <i>Identity of Gaining Supplier: the name and contact details of the Gaining Supplier;</i>	
26	Code compliance and monitoring Chapter 10	Editorial: many of the cross-references still refer to clauses 9.x, and need to be updated to refer to 10.	Optus