



# Proposal to make the Telecommunications (Financial Hardship) Industry Standard 2024

## Telstra Response

24 November 2023



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## Executive Summary

Telstra welcomes the introduction of the Telecommunications (Financial Hardship) Industry Standard 2024 (the Standard). We support the Minister's intent to uplift the level of support industry provides to customers experiencing financial hardship.

As the consultation paper sets out, telecommunications services are now an integral part of the way we live and work. Driving a consistent standard process across industry for customers to apply for and receive financial hardship assistance, while maintaining a focus on keeping customers connected, is crucial to supporting customers in times of financial stress and hardship. It is also aligned with our company purpose to build a connected future so everyone can thrive.

We recognise that the current economic climate is putting increased pressures on individuals, households, small business and not-for-profits, and see the Standard as a positive development to increase customer awareness of the range of financial assistance support available to them when they are experiencing difficulties or concerns paying their telecommunications bills.

At Telstra, we are committed to providing our customers the support and assistance they need to stay connected. We currently provide a range of flexible financial support options, multiple ways to contact us to discuss how we can help and have already commenced work to implement some of the initiatives which have been picked up in the Standard, such as ensuring our Financial Hardship Policy can clearly be found from our home page.

We acknowledge that a whole-of-industry standard will ensure a consistent minimum set of requirements, providing assurance to customers that, no matter their provider, should they need financial support and assistance, they will get it.

However, we do not believe the Standard as drafted will meet the expected outcomes and recommend a number of amendments that we feel will better meet the intent of the Minister's direction and ensure the intended consumers are afforded the protections they need.



## Introduction

Telstra welcomes the introduction of the Telecommunications (Financial Hardship Industry Standard 2004) (the Standard) to ensure that those consumers who are experiencing financial hardship are offered consistent and appropriate assistance and support.

We are supportive of new inclusions in the standard with a focus on keeping customers experiencing financial hardship connected, such as the definition of a clear industry standard for Financial Hardship Policy and standardising an accessible process for customers to apply for and receive financial hardship assistance.

Telstra provides a number of options for our customers needing assistance today, as outlined below.

### Telstra's Current Financial Assistance and Support

Telstra continues to demonstrate leadership in providing financial hardship assistance in the telecommunications industry and we are committed to helping our customers facing financial hardship to stay connected. Today, we work with customers to help them respond to financial hardship, whether temporary or long term. We do this by offering a range of support options, including:

- Payment extensions
- Support in moving to a different plan or Pre-Paid service, which may better suit their needs
- Concession discount on eligible services
- Flexible payment arrangements or pay in fixed instalments rather than in one go
- Longer term support based on personal financial circumstances including fee and debt waivers
- Telstra Top-Up program available via InfoXchange, which provides a \$160 Pre-Paid recharge with 70GB of data to use over six months to those in need of financial assistance (including those experiencing mental health challenges, disability, homelessness, family or domestic violence, or who need emergency relief due to a natural disaster)
- Allow customers to return devices and waive outstanding payments if >6 months left on their device repayment contract. For customers with <6 months, we waive the remaining charges and allow them to keep the device
- Exemptions from fees such as paper bill
- Offering low-cost options via our Belong and Boost propositions
- The current version of our Financial Hardship Policy is available on our website in Mandarin, Cantonese, Vietnamese, Arabic, Punjabi, and Easy English.

To ensure that our support options continue to meet the changing needs of our consumers, we regularly engage with financial hardship experts, advocacy groups, those with lived experience, and industry groups.

For more information on our support see [Financial assistance and support | Mobile | Phone | Internet | Energy - Telstra](#)

We see the Standard as a positive development to increase customer awareness of financial assistance support available to them when they are experiencing difficulties or concerns paying their telecommunications bills.

We have provided the accompanying [Table of Suggested Amendments](#) detailing the changes we feel need to be made to help ensure that the standard as implemented will more closely align with the intended outcome for consumers.



## Our Feedback on Specific Topics

### Moving to Strengths-based Approach

Telstra believes using the term ‘financial hardship’ as opposed to ‘financial support’ may stigmatise customers and can have the unintended consequence that they may feel ashamed if they ask for help. Telstra and many other providers in energy and water and financial services have already begun to move towards a strengths-based model by choosing to use the terms ‘support’ and ‘assistance’ and ‘enhanced care’ instead of ‘hardship’, ‘collections’ and ‘vulnerability’ when referring to policies, collateral and programs. As an industry, we have more to learn about how this can be done well so customers feel more confident to access support that is available.

Our preference would be to have a requirement for a ‘Financial Assistance Policy’ rather than the proposal that it be called a ‘Financial Hardship Policy’. Most customers do not understand this terminology and it may be a barrier to more people accessing support, even if it is elevated to a link directly from the website homepage.

### Telecommunications as an Essential Service

The Standard states that each provider’s Financial Hardship Policy must include a statement of intention, which expressly recognises that telecommunications is an essential service. However, it is not clear from the definition of telecommunications service what would constitute the ‘essential’ part of that service.

‘Telecommunications’ is not defined, but ‘telecommunications goods’ and ‘telecommunications services’ are defined, and as worded, the Standard would apply to a broad variety of non-essential offerings beyond core telecommunications connectivity. Based on the current drafting, it is conceivable that all telecommunications services currently being provided to a consumer may be ‘essential’, depending on the customer’s circumstances.

We understand that the ACMA may have intended this to be flexible, leaving specific definition of essential service open. However, as a practical matter, having guidance and clarity on this definition would be helpful for both providers and customers.

Telecommunications services support work, education, health, entertainment, social connection, and government services for consumers. However, the question of which of these outcomes is essential is more difficult, particularly given the number of variables involved in a telecommunications service (including data speeds, data allowance and international call types). For example, we do not consider that having the download speeds able to stream uninterrupted UHD video content or gaming as ‘essential’. Further, many customers subscribe to paid streaming services through their telecommunications provider and likewise we do not consider this an essential element of the service.

Unlike other essential services like electricity and water – which are either on, or not – there are additional complexities when it comes to the capacity and speed of the telecommunications service being acquired. While we acknowledge that ongoing access to connectivity is important, in our view this should be limited to basic and core telecommunications services (like domestic voice, SMS and basic data allowance and speeds).

We propose that the Standard only applies to those services that are ‘essential’ for connectivity, where a customer needs these and where they are available – namely:

- one mobile service per customer account that enables voice, SMS and basic data, with a provider’s minimum offered speed and data allowance, and/ or



- one broadband service per premise (fixed or mobile) which provides access to voice and basic data, with a provider's minimum offered speed and data allowance.
- Pre-Paid plans (data only or data & voice) are not included in scope of the Standard since there is no contract and customers are able to choose when and how to recharge. Pre-Paid services are also a key support option to keep customers connected.

We also propose that there are clear exclusions to the definition of an essential service as follows:

- Hardware excluded as an essential service, in the same way that energy consuming devices are not in scope for hardship rules in energy. It would not be practical or an intended outcome for high end smart devices to be considered essential. This would not preclude providers choosing to enable return and refunds for expensive hardware but should not be a requirement of this standard. Providers can direct customers to the multiple low-cost hardware options available to maintain connectivity.
- Content services, including streaming services should be explicitly excluded as this is not essential for communications, work, or education purposes.
- Accessories are add-ons that improve the experience of a customer's device or hardware and are not essential for communications, work, or education purposes, so should be explicitly excluded.

Refer to specific changes/recommended wording in our Table of Amendments.

### Definition of Consumer

We acknowledge that the Minister's direction provided that the standard is to apply to residential, small business, and not-for-profit customers.

The considerably expanded definition of consumer in the Standard would have the consequence of capturing large business and enterprise customers. We do not think these customers are the intended target of, and do not require the protections afforded under, the Standard. The Minister, in making the Ministerial Determination, deliberately did not adopt the ACL definition of consumer but rather provided the flexibility for the ACMA to craft a definition of small business and not-for-profit customers which appropriately targeted the intended recipients of industry assistance.

Examples of customers that would be captured by adopting the proposed definition in the draft Standard include multinational mining and petroleum companies, major airlines, entertainment and wagering corporations, Group of Eight universities, and some of the largest not-for-profit organisations in the world. Telstra would have over 15,000 Enterprise customers, including 115 that are ASX Top 200 companies, become eligible for hardship protections under the Standard. This could not have been the Minister's intention.

The proposed annual spend threshold of \$100,000 translates into an average monthly spend of up to \$8,300 with a single service provider. This level of spend on telecommunications services alone is material and indicative of larger and more complex entity types, as noted above, which do not require the consumer protections set out in the Standard. The types of products and services purchased by entities at this spend level commonly include enterprise mobility and data access and connectivity as well as complex calling applications/services and managed data network or security overlays. We also note that entities such as these are capable of making informed buying choices, whether they contract on our standard terms or not. All of these factors evidence what we think is an unintended application of the draft Standard to the enterprise customer cohort who do not require consumer protections.



An assessment based on annual spend also fails to take into account that companies often engage multiple service providers for their telecommunications needs. This means consumers may be eligible for financial hardship assistance from some service provider(s) (e.g., because they have only purchased a limited part of the mobile fleet from one provider on its standard terms) but not others (where they may have complex whole-of-business arrangements).

It is also unclear why the Telecommunications Consumer Protections (TCP Code) definition of 'consumer' in the context of business customers has been replicated in the Standard. While it may be understandable why some small business customers should be protected under certain limbs of the TCP Code, it is difficult to see why this should extend to cases of financial hardship. Businesses are anchored in financial gain and should be distinguished from residential consumers. Where a business fails and is unable to pay its debts, it should not be the role of a telecommunications service provider to support or sustain unsuccessful business ventures.

We note this approach is consistent with the Energy industry, where financial hardship is limited to 'residential consumers'.<sup>1</sup> As electricity is considered an essential service, we do not believe it is appropriate for a more expansive definition for financial hardship eligibility to apply in the context of telecommunications services. Under the current application of the Standard, a business could receive hardship support from their telecommunications provider but not be eligible for similar support from their energy provider and may therefore face restrictions or disconnection that would power their telecommunications services.

From an implementation perspective, we also note that the Standard as currently drafted is written with a focus on residential consumers and as such, many of the proposed concepts do not align with the way in which enterprise customers interact with service providers, or make it difficult to apply the Standard to these customers. An example of this is missed or late bill payments. Enterprise customers often have overdue bills, not due to financial hardship but because of the customer's internal systems, processes and cashflow management practices, for example customers will do a payment run for all supplier invoices in line with their own cashflow management, not necessarily on payment terms. The Standard as currently drafted would require repeated and unnecessary engagement with these customers for no benefit to them. The timing and commencement concepts for financial assistance application, assessment, and commencement of arrangements, coupled with the ongoing review requirements, are other examples of areas that are not suited to the enterprise environment, where longer timeframes would be required for more complex assessments and ultimately commercial agreements entered into in relation to any assistance provided.

However, we acknowledge that in some cases, it may be appropriate to provide financial hardship assistance to small business customers who are sole traders, and smaller not-for-profit organisations, where the business and personal financial positions are often closely intertwined.

In order to address what we think is the unintended application of the Standard to Enterprise customers, we propose some exceptions to ensure that the Standard is targeted to support those residential and sole trader small business customers most in need.

Refer to specific changes/recommended wording in our Table of Amendments.

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<sup>1</sup> See National Energy Retail Law (South Australia) Act 2011, section 43.





## Identifying Financial Hardship Customers

The definition of when a customer indicates they are a financial hardship customer in s15 is broad and likely to lead to a large number of consumers who are not in financial hardship being referred to the financial hardship policy and application process.

We welcome the Standard minimum requirement that all written bills and reminder notices must include advice to customers about Financial Hardship Policy, including options for assistance. However, in Telstra's experience, not every customer who misses a bill is in financial hardship. Customers sometimes forget to pay on time or may have a failed payment due to a lost credit card or change in credit card details. Our data indicates that across all platforms, approximately 85% of consumers pay an overdue bill within the first 30 days.

Requesting options to reduce spend, similarly, could simply be a consumer looking to move to a deal or plan that better suits their usage requirements or offers better value and not reflective of any form of financial hardship. The rigidity of the Standard may require such customer interactions are diverted into the conversation mandated by section s15, which in many cases will result in the early termination of the engagement by the customer (to the customer's detriment) or prompt inappropriate financial assistance applications (to both the customer and supplier's detriment).

Section 15(2) should be updated to read '...a customer may be indicating they are a financial hardship customer...' to reflect that not every occurrence of the circumstances documented in s15(2) is a case of financial hardship.

We also note the use of the word 'had' in s15(2)(a). The use of the past tense means all consumers who have had an overdue bill at any stage historically, could be considered a financial hardship consumer by simply mentioning that bill. We suggest that the wording in this section be changed to '... mentions that they have an overdue bill;':

Changing this to present tense will capture consumers whose contract may have concluded with their provider, but there remains an outstanding balance on the account, which we assume is the intent.

Additionally, ss14 and 15 adds complexity for all staff who deal with consumers to be able to identify and act on all cues. For example, would any mention of a recent interest rate rise be a 'cost of living pressure' and lead to a mandated discussion of financial hardship assistance? In our view, the indications listed in s15(2)(a), (b) and (e) are impractical. It is also unclear why specific keywords and terms should be included as indicators in the Standard, when there is already a broad indicator of 'otherwise indicating financial hardship'. Rather than being mandated to engage in the conversation envisaged by s15(1) when any of these indicators are met, we suggest that the requirement should be adjusted to not include specific terms for a provider to presume the customer may be experiencing financial difficulties, as these can be used in a different context in general conversation. Removing these terms would enable a team member to use discretion when asking the consumer if they would like to understand the financial hardship options available to them. The more detailed conversation contemplated by s15(1) occurring once the customer took up that invitation.

## Financial Hardship Assistance – Options

### *Short Term Assistance*

The concept of short-term assistance is an invaluable option for customers who require support for less than two billing cycles. The Standard does not currently provide any limitations on the number of consecutive or non-consecutive requests an individual customer could make for short-term financial assistance. In most instances, providers are unable to request any documentation to support an





application for short-term assistance. We consider that this is commercially problematic and may not provide the best outcome for those consumers who may need to be moved to a long-term assistance plan.

We suggest amending the definition of long-term assistance to mean ‘financial hardship assistance sought by a financial hardship consumer for a period of more than 2 billing cycles to help with ongoing financial difficulties, including where a financial hardship consumer has previously sought short term assistance in the past two years’.

### ***Self-Service Options and Application Form***

Where customers choose to use self-service options via digital apps including moving to a cheaper plan, removal of non-essential features of a telecommunications product at no cost and self-serve payment deferrals, this may or may not be an indicator of financial hardship. Our service plans are month to month contracts and enable a customer to change plans once per month. Today, our customers change plans for various reasons such as changing needs or to better manage their budget, but we do not and would not consider every plan downgrade to indicate financial hardship.

We recommend that s10 be updated to include where a customers can access self-serve options for financial hardship assistance digitally, that the digital request itself will suffice as the equivalent to an application form and not require additional action to be taken by the consumer.

Additionally, we recommend that where a consumer provides a request for financial hardship assistance verbally to an agent, the agent is able to **either**;

1. Directly provide assistance options that results in written confirmation of the hardship support provided **OR**
2. Raise an application for financial hardship assistance on behalf of the consumer **OR**
3. Provide advice to the consumer on how a request for financial hardship assistance can be raised digitally.

### ***Options for financial assistance***

The Standard is highly prescriptive about the options providers would need to make available in case of financial hardship. While we acknowledge the options referred to in paragraphs (a) and (d) of the definition of ‘options to help with payments’ are appropriate points of discussion with consumers experiencing financial hardship, the minimum requirement to provide one other option in the definition – in all cases of financial hardship - is unreasonable.

This is because the remaining options require a service provider to give a consumer financial relief in the form of either a discounted bill charge, debt waiver or credit-for-payment. While the Standard repeatedly emphasises the need to take into account the particular circumstances of the consumer (including the introductory words to s18(1)), the remaining options disregard the fundamental question of what type of financial hardship a consumer is experiencing and the type of assistance they need.

Where charges have been incurred by a consumer, financial hardship assistance should start with a focus on working with consumers on how to support repayment of an existing debt and ways to help keep consumers connected. If a consumer is able to pay the cost of ongoing connectivity, the options we should give consumers to help with payments should be limited to those in paragraphs (a) and (d) of the definition of ‘options to help with payments’. Any debt waivers, discounts or other financial relief should be at the discretion of the service provider and based on the consumer’s individual circumstances.



Similarly, if a provider does provide debt waivers and payment deferrals but does not offer payment plans, we understand this will not meet the requirements of 'options to help with payments'. However, we do not believe this would be detrimental to consumers, given a debt waiver would be a higher level of support than a payment plan tailored to the customer's ability to pay. We recommend that the standard is adjusted so that where a provider does offer debt relief in the form of a waiver or deferral, then they don't also need to provide a payment plan option.

Refer to specific changes/recommended wording in our Table of Amendments.

### Commencement

Some of the proposed inclusions in the Standard will require significant system uplift and extensive training for large scale frontline workforces, which may not be feasible in the compressed timeframe for commencement. Changes to systems must go through rigorous review to ensure major risks are considered and mitigated, and unintended impacts are avoided as far as possible. To achieve this, dedicated project teams need to be stood up and appropriately resourced. While we have already commenced work to make the changes contemplated by the Standard, providers will understandably delay making expensive system and process changes until the exact requirements of the final Standard are known. Given the latest date for determining the Standard is 15 February 2024, this could leave as little as thirty business days (to commencement date of 29 March 2024) to implement these changes.

Providers will need a reasonable period to carefully implement the changes and a degree of tolerance will be needed on expectations of when the full requirements of the Standard will be operational. We note that the Standard itself contemplates that staff training will not be complete for up to three months after commencement. We recommend that the ACMA accept undertakings to comply with the Standard after the commencement date where there is sound justification, e.g., complex system build.

### Terms for Clarification

We set out in the table below a series of suggested changes to the drafting of the Standard which we believe will clarify and improve the Standard that may be subject to different interpretation across industry, that could result in unintended consequences for customers or that may be challenging to have a clear understanding of obligation in its current form.

We have proposed some draft alternative wording for some of these terms for your consideration.

We believe clarification of these terms will be critical to defining obligation requirements and enabling a sense of confidence that we may be able to comply no later than 29<sup>th</sup> March 2024.



Table of Suggested Amendments

New Text

Moved Text

~~Deleted Text~~

Section	Current	Suggested Amendment	Rationale for Amendment
5 Definitions	New Definition	<p><i>Essential Telecommunications service means;</i></p> <p>(a) one mobile service per customer account that enables voice, SMS and basic data, with a provider’s minimum offered speed and data allowance; and/ or</p> <p>(b) one broadband service per premise (fixed or mobile) which provides access to voice and basic data, with a provider’s minimum offered speed and data allowance.</p> <p>Note: For the purpose of the above definition examples of services that are not essential include:</p> <ul style="list-style-type: none"><li>Pre-Paid plans (data only or data &amp; voice)</li><li>Content and subscription services</li><li>Hardware</li><li>Accessories</li><li>Add-on products</li></ul>	<ul style="list-style-type: none"><li>We propose that the Standard only applies to those services that are ‘essential’ for connectivity</li><li>This should be limited to one post-paid/upfront mobile service and/ or one service that enables usage for education and/or work from home purposes</li><li>This is because, in contrast to other services which have prescriptive financial hardship rules, including gas and electricity (which is essentially homogenous), carriage services providers supply a variety of services, hardware and add-ons. A residential customer is likely to only have one electricity service and/or one gas service at their residential premises.</li><li>The cost of providing multiple essential services and devices under financial hardship provisions may place upward pressure on consumer prices holistically</li><li>Additional services can be acquired at a low price via a pre-paid service</li></ul>



		<ul style="list-style-type: none"><li>• We also propose that there are clear exclusions to the definition of an essential service as follows:<ul style="list-style-type: none"><li>○ Pre-Paid plans (data only or data &amp; voice) are not included in scope of the Standard since there is no contract and customers are able to choose when and how to recharge. Pre-Paid services are also a key support option to keep customers connected.</li><li>○ Hardware excluded as an essential service It would not be practical or an intended outcome for high end smart devices to be considered essential.</li><li>○ This would not preclude providers choosing to enable return and refunds for expensive hardware but should not be a requirement of this standard.</li><li>○ Providers can direct customers to multiple low-cost hardware options to maintain connectivity.</li><li>○ Content services, including streaming services should be explicitly excluded as this is not essential for communications, work, or education purposes.</li><li>○ Accessories are add-ons that improve the experience of a customer’s device or hardware and are not essential for communications, work, or education purposes, so should be explicitly excluded.</li></ul></li></ul>
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<p>5</p> <p>Definitions</p>	<p><b>consumer</b> means:</p> <p>(a) an individual who acquires or may acquire a telecommunications product for the primary purpose of personal or domestic use and not for resale;</p> <p>(b) a not-for-profit organisation which acquires or may acquire one or more telecommunications products which are not for resale at the time it enters into the consumer contract; or</p> <p>(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:</p> <p>(i) does not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract; and</p> <p>(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 \$100,000.</p> <p>A reference to a consumer includes a reference to the consumer's representative.</p>	<p><b>consumer</b> means ...</p> <p>(a) an individual who acquires or may acquire a telecommunications product for the primary purpose of personal or domestic use and not for resale; or</p> <p>(b) a small business or not-for profit organisation which acquires or may acquire one or more telecommunications products which are not for resale and which:</p> <p>(i) at the time it enters into the consumer contract:</p> <p>(A) does not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract; and</p> <p>(B) 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;</p> <p>(ii) is not an account managed consumer or an integrated consumer; or</p> <p>(iii) is not an incorporated business</p>	<ul style="list-style-type: none"> <li>• Telstra does not consider that the Standard should apply to any business customers / organisations (just as the majority of the energy retail hardship rules do not apply to business customers).</li> <li>• We believe that the intent of the standard is to support individuals and residential customers to stay connected to essential services when experiencing financial difficulties.</li> <li>• Provisions for non-residential customers is at odds with ASIC insolvency rules i.e. a company is insolvent when it cannot pay its debts when they are due. There are serious penalties for allowing a company to trade while insolvent.</li> </ul>
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5 Definitions	New Definition	<b>Account managed</b> consumer means a consumer of a carriage service provider where the provider assigns one or more of its employees or agents to be a designated contact person for the consumer, in relation to all matters relating to the consumer's telecommunications services.	
5 Definitions	New Definition	<b>Integrated consumer</b> means a consumer who:  (a) uses an integrated service desk provided by the consumer's carriage service provider; or  (b) has a business-to-business service request system with a carriage service provider.	
5 Definitions	New Definition	<b>Incorporated business</b> means a company registered as an incorporated company with the Australian Securities and Investments Commission (ASIC) and has an "Australian Company Number" (ACN) given by the ASIC under the Corporations Act 2001.	
5 Definitions	<b>financial hardship customer</b> means a customer or former customer who is, or may be, experiencing financial hardship or other financial difficulties.	<b>financial hardship customer</b> means a customer or former customer who is, or may be, experiencing financial hardship <del>or other financial difficulties.</del>	<ul style="list-style-type: none"> <li>Provides clarity on the identification of a customer</li> </ul>



5 Definitions	<b>long term assistance</b> means financial hardship assistance sought by a financial hardship customer for a period of more than 2 billing cycles to help with ongoing financial difficulties.	<b>long term assistance</b> means financial hardship assistance sought by a financial hardship customer for a period of more than 2 billing cycles to help with ongoing financial difficulties, <b>including where a financial hardship consumer has previously sought short term assistance in the preceding 24 months'</b>	<ul style="list-style-type: none"> <li>Current standard does not have a limit on the number of times that a consumer can take short term assistance</li> <li>Therefore consumers may not get the adequate level of support provided under long term assistance if they continue on this path</li> <li>Whilst there are provisions in the standard around 'fraud', this is a high bar to meet and would mean that short term treatments could be continually accessed in perpetuity to prevent the need for a consumer to pay for their services.</li> </ul>
5 Definitions	<b>credit management action</b> means any action taken by a provider in relation to a customer using a process described in paragraphs (b) and (c) of the definition of credit management, including a <b>restriction</b> , suspension, or disconnection of the customer's telecommunications service.	<b>credit management action</b> means any action taken by a provider in relation to a customer using a process described in paragraphs (b) and (c) of the definition of <b>credit management</b> , including <b>a restriction</b> , suspension, or disconnection of the customer's telecommunications service.	<ul style="list-style-type: none"> <li>There is a possible contradiction in the standard where a provider is unable to restrict a service where a customer is in financial hardship, however 'restriction' is identified as an option in s5 <b>option to keep a customer connected</b>.</li> <li>Removal of restriction from this paragraph would enable providers to use restriction such as lower data speeds, as a treatment to enable customers to remain connected.</li> </ul>
5 Definitions	<b>options to help with payments</b> include: (a) temporarily postponing, extending or deferring the time for paying a bill; (b) discounting a bill charge; (c) waiving a debt; (d) payment plans which are tailored to meet a customer's ability to pay; and	<del><b>options to help with payments</b> include: (a) temporarily postponing, extending or deferring the time for paying a bill; (b) discounting a bill charge; (c) waiving a debt; (d) payment plans which are tailored to meet a customer's ability to pay; and</del>	<ul style="list-style-type: none"> <li>This definition is no longer required as the options to help with payments are now included in s18.</li> </ul>





	establishing an arrangement whereby the provider matches payments made by the customer or gives credit in exchange for payments made by the customer.	<del>establishing an arrangement whereby the provider matches payments made by the customer or gives credit in exchange for payments made by the customer.</del>	
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10 Minimum content requirements – applications	<p>A financial hardship policy must:</p> <p>(a) permit customers to make an application for financial hardship assistance using all contact methods that the provider ordinarily makes available to its customers to contact the provider;</p> <p>(b) provide for customers to obtain assistance to make an application for financial hardship assistance, including by telephone;</p> <p>(c) set out how a customer can apply for financial hardship assistance and monitor the progress of their application;</p> <p>(d) include a copy of the provider's application form(s); and</p> <p>(e) set out the processes the provider uses for managing applications for financial hardship assistance.</p>	<p>A financial hardship policy must:</p> <p>(a) permit customers to make an application for financial hardship assistance using all contact methods that the provider ordinarily makes available to its customers to contact the provider;</p> <p>(b) provide for customers to obtain assistance to make an application for financial hardship assistance, including by telephone;</p> <p>(c) set out how a customer can apply for financial hardship assistance and monitor the progress of their application;</p> <p>(d) include a copy of the provider's application form(s); and</p> <p>(e) set out the processes the provider uses for managing applications for financial hardship assistance.</p> <p>(f) where a consumer can access digital self-serve options for financial hardship assistance, the digital request alone will amount to an application form. No</p>	<ul style="list-style-type: none"> <li>• Telstra's proposition offers customers the ability to change their service plan 'up' or 'down' once per month</li> <li>• Customers do this via self-serve and for a variety of reasons including changes to their usage patterns</li> <li>• Excluding self-service applications such as the above, would better suit consumers who may not require financial hardship support.</li> <li>• Proactive provider intervention to offer financial hardship options may cause a customer to reconsider their action as they don't believe they are in financial hardship.</li> <li>• Addition of (g) to enable providers and their agents to use discretion to determine the most appropriate way to inform consumers of financial hardship options and how to simply apply</li> </ul>



		<p>additional action is required to be taken by the consumer or provider.</p> <p>(g) where a consumer provides a request for financial hardship assistance verbally to an agent, the agent is able to <b>either</b>;</p> <p>(i) Directly provide assistance options that results in written confirmation of the hardship support provided <b>OR</b></p> <p>(ii) Raise an application for financial hardship assistance on behalf of the consumer <b>OR</b></p> <p>(iii) Provide advice to the consumer on how a request for financial hardship assistance can be raised digitally.</p>	
11 Assessment of applications	(g) must not include multi-step processes or mechanisms that unreasonably delay or prevent a customer from being assessed for eligibility to receive financial hardship assistance or from submitting an application.	(g) <b>must make the process as simple as possible for a customer to submit an application form and be assessed efficiently.</b>	<ul style="list-style-type: none"> <li>Any process where a customer is required to provide an application that needs to be assessed, will have multiple steps</li> <li>As the intent is to simplify the process for consumers, we propose that an alternative paragraph is included or the paragraph is removed</li> </ul>
15 Minimum requirements - communicating with customers	<p><i>Advice and information</i></p> <p>(1) A provider must, where it communicates with a customer and the customer indicates they are a financial hardship customer:</p>	<p><i>Advice and information</i></p> <p>(1) A provider must, where it communicates with a customer and the customer indicates they are a financial hardship customer, <b>or the provider reasonably</b></p>	<ul style="list-style-type: none"> <li>Addition of paragraph (a) to give providers the ability to ask a customer if they would like to understand the financial hardship assistance options, rather than presume and offer information and details that may not be of interest to the consumer</li> </ul>



	<p>(a) advise the customer about the provider's financial hardship policy and application form; ...</p> <p>(d) offer to provide an email address and telephone number for a contact person who is authorised to deal with financial hardship matters and to discuss options for assistance; and ...</p> <p>(2) For the purpose of subsection (1), a customer indicates they are a financial hardship customer if the customer:</p> <p>(d) mentions that they have had an overdue bill; ...</p> <p>(e) uses any language that indicates they are having financial difficulties, including any of the following, or similar, terms to describe their financial situation: money problems, difficulty, struggling, trouble, issues, problems, low income, cost of living or pressure; or ...</p> <p><i>Minimum requirements for correspondence to customers</i></p>	<p>believes the customer is indicating they are a financial hardship customer:</p> <p>(a) ask the customer if they would like to discuss financial hardship assistance options; and if the customer agrees</p> <p>(b) advise the customer about the provider's financial hardship policy and application form ...</p> <p>(e) offer to provide an email address and telephone number for a <del>contact person</del> the team who is authorised to deal with financial hardship matters and to discuss options for assistance; and ...</p> <p>(2) For the purpose of subsection (1), a customer <del>may be indicating</del> indicates they are a financial hardship customer if the customer:</p> <p>(d) mentions that they have <del>had</del> an overdue bill; ...</p> <p>(e) uses any language that indicates they are having financial difficulties, <del>including any of the following, or similar, terms to describe their financial situation: money problems, difficulty, struggling, trouble, issues,</del></p>	<ul style="list-style-type: none"> <li>• This change would also reflect the approach of the Complaints Handling Systems (CHS) where a providers should ask a customer whether they would like to make a complaint when they express dissatisfaction i.e. not presuming customer intent.</li> <li>• Paragraph (e) should be amended to enable providers to use discretion to determine whether a customer is indicating they are in financial hardship</li> <li>• Paragraph (2) (a) should also be amended to reference that a consumer is currently in possession of an overdue, rather than they have previously 'had' an overdue bill. There isn't a time limit on this so that if a customer had an overdue bill historically multiple years ago, this would not indicate that the customer was currently experiencing or at risk of financial hardship.</li> <li>• We also recommend the ACMA notes that consumers pay their bills late for reasons other than not being able to afford to pay for their service, including forgetting to pay, an expired credit card or paying via BPay on the due date may not be received by a provider by the due date.</li> <li>• Paragraph 2 (e) should be updated to remove specific references of terms as this is prescriptive and these phrases could be used out of context. The provider and agent should use discretion to determine</li> </ul>
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	<p>(5) Where a customer has indicated a preferred method or manner for receiving written communication from the provider, the correspondence referred to in subsection (4) must be sent to the customer via that method or manner.</p>	<p><del>problems, low income, cost of living or pressure</del>; or ...</p> <p><i>Minimum requirements for correspondence to customers</i></p> <p>(5) Where a customer has indicated a preferred method or manner for receiving written communication from the provider, the correspondence referred to in subsection (4) must be sent to the customer via that method or manner.</p> <p>(6) Where it is not feasible to provide the correspondence referred to subsection (4) via the customers preferred communication method, the provider must suggest options on where the customer can easily obtain the information themselves.</p>	<p>whether the customer is indicating they are in financial difficulties</p> <ul style="list-style-type: none"> <li>Proposing (6), to compliment (5), to cover where information cannot be provided by the customer's preferred contact method. E.g. if the contact method is phone or SMS, it becomes difficult to provide all the options via this method. We also do not share links in SMS to avoid priming customers to be targeted by fraudsters or scammers by clicking on links in SMS messages.</li> </ul>
<p>17 Minimum requirements – timing for assessments and advice on outcomes</p>	<p>When a provider assesses a customer's eligibility to access financial hardship assistance it must:</p> <p>(a) advise the customer how long it will take to complete the assessment;</p> <p>(b) complete the assessment as soon as practicable, but in any event, within 5 business days of receiving a complete application;</p>	<p>When a provider assesses a customer's eligibility to access financial hardship assistance it must:</p> <p>(a) advise the customer how long it will take to complete the assessment;</p> <p>(b) complete the assessment <b>within 5 business days</b> or as soon as practicable, <del>but in any event</del>, of receiving a complete application;</p>	<ul style="list-style-type: none"> <li>Updated wording in (a) for a provider to complete within 5 business days or as soon as practicable. This will cover any unforeseen delays or providers awaiting a response from the consumer or their advocate to provide input into their application for assessment</li> <li>Changing the wording of (c) to initiate correspondence with the customer as this will enable correspondence and conversation with the customer should</li> </ul>



	<p>(c) inform the customer of the outcome of an assessment as soon as possible, but in any event, within 2 business days after completing the assessment; and</p> <p>(d) advise the customer immediately if it becomes clear to the provider that the customer cannot be provided with financial hardship assistance because they do not meet the eligibility criteria specified in the provider's financial hardship policy.</p>	<p>(c) <b>Initiate correspondence with</b> <del>inform</del> the customer <b>informing them</b> of the outcome of an assessment as soon as possible, but in any event, within 2 business days after completing the assessment; and</p> <p>(d) <b>Attempt to</b> advise the customer immediately if it becomes clear to the provider that the customer cannot be provided with financial hardship assistance because they do not meet the eligibility criteria specified in the provider's financial hardship policy.</p> <p>(e) <b>A provider must advise consumers of any delay to proposed timeframes for managing or handling their financial hardship application as soon as possible after becoming aware of the delay.</b></p> <p>(i) <b>The carriage provider must as soon as practicable, advise the consumer of:</b></p> <p>(A) <b>the cause of the delay;</b></p> <p>(B) <b>the new timeframe for resolving the complaint; and</b></p> <p>(C) <b>the avenues to raise a complaint per the Complaints Handling Standards.</b></p>	<p>they require an alternative solution or have additional information to provide or if a customer needs to complete an activity such as returning hardware to waive the outstanding debt and complete the financial hardship treatment</p> <ul style="list-style-type: none"> <li>• Adding in paragraph (2) to reference where there are unforeseen delays or providers awaiting the from the consumer or their advocate to provide their assessment</li> </ul>
18	<p>(1) A provider must make available, options for financial assistance to help financial hardship customers pay their bills that</p>	<p>(1) A provider must make available, options for financial assistance to help financial hardship customers pay their bills that</p>	<ul style="list-style-type: none"> <li>• Financial hardship assistance for legitimately incurred costs should start with a focus on working with consumers on how to support repayment of an existing</li> </ul>



Minimum requirements – options for financial assistance	are realistic, appropriate and tailored to suit the needs of the customer, including a minimum of: (a) the options referred to in paragraphs (a) and (d) of the definition of <b>options to help with payments</b> in section 5, and one other option referred to in that definition; and (b) three options to keep the customer connected.	are realistic, and appropriate, including a minimum of either: <del>(a) the options referred to in paragraphs (a) and (d) of the definition of options to help with payments in section 5, and one other option referred to in that definition; and</del> (a) temporarily postponing, extending or deferring the time for paying a bill; OR (b) payment plans which are tailored to meet a customer's ability to pay; OR (c) another option better tailored to suit the needs of the customer; and (d) three options to keep the customer connected.	debt and ways to help keep consumers connected. • Any debt waivers, discounts or other financial relief should be at the discretion of the service provider and based on the consumer's individual circumstances.
20 Minimum requirements – communicating arrangements	<i>Information and advice to customers about arrangements for financial hardship assistance</i>  Where a customer has agreed to an arrangement for financial hardship assistance with a provider, the provider must, give the customer a notice in writing:  ...	<i>Information and advice to customers about arrangements for financial hardship assistance</i>  Where a customer has agreed to an arrangement for financial hardship assistance with a provider, the provider must, initiate give a notice in writing to the customer:  ...	• Updates to be more specific on the requirement for the provider to help with interpretation of the intent of the paragraph
24 Minimum requirements –	<i>When credit management action must not be taken</i>	<i>When credit management action must not be taken</i>	• Removal of 'discussing options' as this is not sufficiently specific and a customer should submit an application if they wish to apply for short term or long term financial hardship assistance that will



taking credit management action	(1) A provider must not take credit management action against a customer: (a) while the customer is <b>discussing options</b> , or has made an application, for financial hardship assistance with the provider; or ...	(1) A provider must not take credit management action against a customer: (a) <del>when while</del> the customer <del>is discussing options, or</del> has made an application for financial hardship assistance with the provider; or ...	enable them to discuss treatment options with their provider. • Alternatively, include a definition of discussing options
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