

**PROSUM COMPLAINT HANDLING PROCESS
INCLUDING NETWORK OUTAGE COMPLAINT
HANDLING PROCESS**



Last updated August 2026

Part A - Introduction	4
About this document	4
1 Who this CHP applies to	4
Part b – Types of Complaint	4
2 Two categories	4
3 Network outage complaints are processed differently	4
Part B – Dictionary	5
4 Some special terms	5
Part C – General complaints	9
5 Application	9
6 Our documented internal processes	10
7 Accessing this Complaint Handling Process and complaint contact details	10
8 Representatives	11
9 What's a 'complaint'?	11
10 When is a complaint 'resolved'?	12
11 Our complaint's goal	12
12 How and when you can make a complaint	13
13 How and when you can monitor the progress of a complaint	13
14 If you need assistance	14
15 Receiving your complaint	14
16 Our complaint management steps	14
17 Acknowledgement of your complaint	14
18 Initial assessment of your complaint	14
19 How we identify urgent complaints	15
20 Internal prioritisation process	15
21 Concerns about applicable response time	15
22 Request for urgency	16
23 Investigation of your complaint	16
24 Our response and proposed solution	16
25 Handling urgent complaints & how they're different from ordinary complaints	17
26 Complaints about billing errors	17
27 Solutions	17
28 Communicating our decision about the complaint	17
29 Implementing an agreed solution	17
30 Closing a complaint – (Complaint Closing Rules)	18
31 Internal escalation process	18
32 Process where a complaint is referred to the TIO for external resolution	18
33 If delays occur or are anticipated	19
34 Unsatisfactory Outcome Procedure	20
35 Unreasonable Complaint Procedure	20
36 Lost Contact Procedure	21
37 Internal Complaints Classification Process	21
38 Restriction on legal proceedings	23
39 Charges for using our complaints process	23
40 Limit on cancelling service	23

41	Credit management action suspended	23
42	External dispute resolution	23
43	Further requirements for our staff	24
44	Process: helping consumers to formulate, make and progress a complaint	24
45	Process: helping customers with accessibility requirements or disabilities	26
46	Process: helping customers from non-English-speaking backgrounds	27
47	Process: helping customers suffering financial hardship	27
48	Complaint records we'll keep about complaints that are not network outage complaints	27
49	Complaint records we'll keep about complaints that are network outage complaints	28
50	Privacy	29
Part D – Network outage complaints 29		
51	Application	29
52	Availability	29
53	Executive and management responsibility	30
54	No charge	30
55	Representatives	30
56	Our contact information	30
57	Our network outage communications procedures	31
58	Our focus	31
59	Timeliness – management and response times	31
60	Timeliness – communications under the CCO Standard	31
61	Timeliness – default resolution	31
62	Customer care capabilities and conduct	31
63	Making a service outage report	32
64	Making an urgent network access complaint	32
65	Complaint Classification Process	33
66	Complaint Acknowledgment Process	35
67	Default Resolution Process	37
67.1	Default resolution	37
67.2	Our goal	37
67.3	'Actions within our capacity' and third party networks	37
67.4	Network outages within our control	38
67.5	Urgent assistance options	38
67.6	Resolution of network outage complaints	38
67.7	Resolution of an urgent network outage complaint	39
68	Monitoring a network outage complaint	40
Part E – Transitional arrangements 40		
69	Complaints in progress	40
<i>Annexure 1 – TIO – Responding to consumers with different needs</i> 41		
<i>Annexure 2 – Communications under the CCO Standard</i> 44		

About this document

This document explains our complaint handling process (**CHP**) for our past, current and prospective customers (we'll call them *all customers*) who are covered by the *Telecommunications (Consumer Complaints Handling) Industry Standard 2018* including *Telecommunications (Consumer Complaints Handling) Industry Standard Variation 2020 (No. 1)* and including *Telecommunications (Consumer Complaints Handling) Industry Standard Amendment 2025 (No. 1)* (**Complaints Standard**).

It outlines how we handle complaints, and is intended especially for our customers, our own staff, other telcos involved in our supply chain, and other interested parties, and it includes the minimum requirements for consumer complaints handling as required by the Complaints Standard.

This CHP takes effect from midnight at the start of 30 June 2025.

1 Who this CHP applies to

This CHP applies to you if you are:

- (a) an individual customer who acquires a telecommunications product mainly for personal or domestic use and not for resale; or
- (b) a business or non-profit that, at the time of contract:
 - (i) acquires a telecommunications product not for resale; and
 - (ii) doesn't have a genuine and reasonable opportunity to negotiate the terms; and
 - (iii) has an (anticipated) annual spend with us of \$40,000 or less.

Part b – Types of Complaint

2 Two categories

A complaint may be:

- (a) a 'network outage complaint' – which is explained in detail in the Dictionary in Part C of this CHP; or
- (b) a 'general complaint' – which means any complaint that is not a network outage complaint.

3 Network outage complaints are processed differently

- (a) Network outage complaints are processed exclusively in accordance with Part E.
- (b) Part E does not apply to general complaints.

4 Some special terms

- (a) 'ABS Remoteness Structure' means the Remoteness Structure described as such in the Australian Statistical Geography Standard (ASGS), Edition 3, July 2021-June 2026, published by the Australian Bureau of Statistics.
- (b) 'ACMA' means Australian Communications and Media Authority – see clause 43(d).
- (c) 'App' means a software application a carriage service provider makes available for consumers to access information in connection with its telecommunications products and communicate with the provider.
- (d) 'Bulk resolution offer' means an offer made by a carriage service provider to all its consumers who were affected by a network outage, or a class of those consumers, which may include:
 - (i) an offer to pay a specified amount of compensation determined by the provider; or
 - (ii) an offer to apply a credit to their accounts; or
 - (iii) any other offer.
- (e) 'CCO Standard' means the *Telecommunications (Customer Communications for Outages) Industry Standard 2024*.
- (f) 'Closed', when used in connection with a complaint, means a complaint that is no longer open in the carriage service provider's complaint management system where:
 - (i) resolution has occurred and no further action is required by the carriage service provider; or
 - (ii) clause 35, 36 or 37 applies; or
 - (iii) for network outage complaints – the default resolution has been implemented in accordance with clause 68.
- (g) 'Communications under the CCO Standard' means notices, communications and updates relating to a network outage or restoration of services, that a carriage service provider provides to end-users and the public pursuant to Subdivision 1.2 and Subdivision 1.3 of Part 2 of the CCO Standard.
- (h) 'Correlated network outage alert' means a current network outage alert that correlates, or may correlate, with a service outage.
- (i) 'Customer care agent' means a person who personnel deals directly with consumers in connection with general complaints and/or network outage complaints.
- (j) 'Default resolution' means, with reference to a network outage complaint, the outcome of restoring your access to a carriage

service affected by a network outage such that you can establish and maintain that carriage service.

- (k) 'Documented internal processes' for network outage complaints handling means a our processes mentioned in clause 63(g).
- (l) 'Financial hardship assistance' means the assistance a provider offers to help financial hardship customers to continue to access their telecommunications products or to pay a debt owed to the provider.
- (m) 'Financial hardship customer' means a customer who is, or may be, experiencing financial hardship or other financial difficulties
- (n) 'General complaint' means a complaint that is not a network outage complaint.
- (o) 'Internal Process Documents' means the documents that set out our documented internal processes in connection with complaint handling. Where this CHP sets out an internal process, it serves as an Internal Process Document in relation to that process.
- (p) 'Live chat service' means an electronic communications method a carriage service provider makes available for consumers to communicate directly with the provider using real-time communications or near real-time communications.
- (q) 'Major outage' means an unplanned adverse impact to a telecommunications network used to supply carriage services to end users that:
 - (i) results in an end user being unable to establish and maintain a carriage service; and
 - (ii) affects, or is likely to affect:
 - (A) 100,000 or more services in operation; or
 - (B) all carriage services supplied using the telecommunications network in a State or Territory; and
 - (iii) is expected to be, or is, of a duration longer than 60 minutes.
- (r) 'Minimum requirements for consumer complaints handling' means the minimum requirements for the handling of consumer complaints set out in sections 8, 8A, 9 and 10. of the Complaints Standard.
- (s) 'Minimum requirements for network outage complaints handling' means the minimum requirements for the handling of network outage complaints set out in sections 10B, 10C and 10D of the Complaints Standard.
- (t) 'Natural disaster' means natural disaster means an emergency event caused by a natural hazard (such as a fire, flood, storm, cyclone or an earthquake) that causes, or is likely to cause, widespread disruption to:

- (i) a community; and
- (ii) the provision of relevant carriage services.

Note: Examples of widespread disruption to a community include:

- disruption to government services;
 - disruption to air, ground or sea transport;
 - damage to major infrastructure;
 - power grid failure
- (u) 'Near real-time communications' are any mode of telecommunications:
 - (i) that are not real-time communications; and
 - (ii) in which all users can exchange information with minimal latency or transmission delays
 - (v) 'Network outage' means a major outage or a significant local outage.
 - (w) 'Network outage alert' means a section 8 notice, a section 9 notification or a section 9A notification.
 - (x) 'Network outage communications procedures' means the written procedures a carriage service provider has in place to comply with section 19 of the CCO Standard.
 - (y) 'Network outage complaint' means a service outage report where:
 - (i) we have determined that there is a reason to suspect a network outage is occurring that is affecting or is likely to affect you; and
 - (ii) the sole or predominant cause of the network outage is not a natural disaster.
 - (z) 'Network outage complaint acknowledgement' – see clause 67(b).
 - (aa) 'Network Outages Complaints Manager' means the manager referred to in clause 54(b).
 - (bb) 'Personal information' means the same as in the *Privacy Act 1988*.
 - (cc) 'Product technical resource' means an employed or contracted member of our staff who has the technical knowledge and access to relevant personnel (e.g. staff of our upstream or wholesale service provider(s)) in connection with a carriage service or class of carriage services that we supply to assess whether a service outage report is likely to indicate or result from a network outage.
 - (dd) 'Real-time communications' means any mode of telecommunications in which all users can exchange information instantly or with negligible latency or transmission delays.
 - (ee) 'Reason to suspect a network outage is occurring' includes a situation where the carriage service provider:
 - (i) is also a responsible carrier required to notify other carriers and carriage service providers of a major outage or a

- significant local outage pursuant to section 8 of the CCO Standard; or
 - (ii) receives a notification from a carrier about a major outage or a significant local outage under section 8 of the CCO Standard; or
 - (iii) receives information from a carrier that its telecommunications network is experiencing a network outage.
- (ff) 'Regional Australia' means the area classified as Inner Regional Australia or Outer Regional Australia under the ABS Remoteness Structure.
- (gg) 'Relevant service outage report' means a service outage report that relates to a network outage of which the sole or predominant cause of that outage is not a natural disaster.
- (hh) 'Remote Australia' means the area classified as Remote Australia or Very Remote Australia under the ABS Remoteness Structure.
- (ii) 'Representative' includes an advocate or an authorised representative.
- (jj) 'Responsible carrier' means a carrier that detects a network outage affecting a telecommunications network owned by the carrier.
- (kk) 'Section 8 notice' means a notification under section 8 of the CCO Standard.
- (ll) 'Section 9 communication' means a communication under section 9 of the CCO Standard.
- (mm) 'Section 9A communication' means a communication under section 9A of the CCO Standard.
- (nn) 'Service outage' means a condition in which you cannot establish or maintain connection with a carriage service, as reported in a service outage report.
- (oo) 'Service outage report' means an initial call or contact from you to us indicating that you cannot establish or maintain connection with a carriage service.
- (pp) 'Significant local outage' means any unplanned adverse impact to a telecommunications network used to supply carriage services to end users, that:
- (i) results in an end user being unable to establish and maintain a relevant carriage service;
 - (ii) affects, or is likely to affect:
 - (A) 1,000 or more services in operation in regional Australia; or
 - (B) 250 or more services in operation in remote Australia; and
 - (iii) is expected to be, or is, of a duration longer than:

- (A) if the services in operation are in regional Australia – 6 hours; or
 - (B) if the services in operation are in remote Australia – 3 hours; and
- (iv) is not a major outage.
- (qq) ‘Solution’ means a way to deal with a complaint – not necessarily the way you want.
- (rr) ‘Telecommunications product’ means the same as in the Complaints Standard – it covers most telco services and associated goods we supply.
- (ss) ‘Third party network’ – see clause 68.3(a).
- (tt) ‘Third party outage’ – see clause 68.3(a).
- (uu) ‘TIO’ means Telecommunications Industry Ombudsman – see clause 33.
- (vv) ‘Urgent assistance option’ – see clause 68.5.
- (ww) ‘Urgent network outage complaint’ means a network outage complaint:
 - (i) where a consumer indicates that there is a risk to their personal safety or a serious health risk; or
 - (ii) which involves a priority assistance consumer and the service for which they are receiving priority assistance.
- (xx) ‘Working day’ means a day that is not a Saturday, Sunday or gazetted public holiday in the location of your premises or principal place of business.

Part C – General complaints

5 Application

- (a) This Part D:
 - (i) applies to general complaints; and
 - (ii) does not apply to network outage complaints.
- (b) In this Part D:
 - (i) a reference to a ‘complaint’ means a general complaint; and
 - (ii) a reference to ‘CHP’ means this Part D and any other clauses that are expressly stated to apply to general complaints.
- (c) Subject to clause 6(b), terms defined in Part C mean the same thing in this Part D.

6 Our documented internal processes

- (a) We are committed to implementing this CHP. We recognise that its goals and outcomes must be supported by documented internal processes – including those set out in this CHP.
- (b) We will have in place, and implement, the following internal processes:
 - (i) an internal process for prioritising complaints – see clause 21;
 - (ii) an internal process for escalating complaints – see clause 32;
 - (iii) an internal process for classifying complaints into different categories, which clearly describes each category of complaint – see clause 38; and
 - (iv) an internal process for helping consumers to formulate, make and progress a complaint – see clause 45 – and which sets out steps to assist members of its personnel to help consumers:
 - (A) with accessibility requirements or disabilities – see clause 46;
 - (B) from non-English speaking backgrounds – see clause 47; and
 - (C) suffering financial hardship – see clause 48.
- (c) Our processes are designed to minimise waiting time, call transfers and customers dealing with multiple persons to resolve a complaint.

7 Accessing this Complaint Handling Process and complaint contact details

- (a) This CHP is available on our website.
- (b) There is a clear and prominent link:
 - (i) from our home page; and
 - (ii) from a main heading in the help or support section of our website –that:
 - (iii) includes (in the link) the word ‘complaint’ or ‘complaints’;
 - (iv) directly links to information displayed on our website that:
 - (A) sets out how to contact us to make a complaint, including:
 - the information set out in the tables in paragraphs 13 and 14 of this CHP; and
 - the information in paragraph 15 of this CHP; and

- (B) expressly states that you can use that contact information to make a complaint.
- (c) We'll also make this CHP available to you:
 - (i) if you ask for it; or
 - (ii) as soon as practicable after you inform us that you wish to make a complaint.

Note to staff: If you're dealing directly with customers, you must give them access to this CHP as described above.
- (d) On each bill we send you:
 - (i) we will include our contact details for making a complaint; and
 - (ii) if our bill includes contact details for any other organisation, our complaint contact details will be more prominent.
- (e) We will keep our published complaint contact details accurate and up-to-date.

8 Representatives

- (a) You may choose to appoint a 'Representative' ie either:
 - (i) an **Authorised Representative** – who is a person who has authority from you to deal with us on your behalf as your authorised agent; or
 - (ii) an **Advocate** – who is a person nominated on your behalf to deal with us on your behalf, but does not include an Authorised Representative or a person who has authority to access your account information from us.
- (b) The forms and procedures for nominating a Representative are on our website.
- (c) You can nominate a Representative to make and handle a complaint for you.

9 What's a 'complaint'?

Any of the following counts as a complaint:

- (a) if you express dissatisfaction about our products or services; or
- (b) if you express dissatisfaction about the application of our complaint handling process –

and you tell us, or imply, that you expect a response.

But if you make an initial call to request information, or to request support, or to report a fault or service difficulty, we won't treat it as a complaint unless you ask us to.

And if there was legal action already underway, the subject of that wouldn't be treated as a complaint.

Our staff will:

- (c) clarify whether you wish to make a complaint, if you contact us and express dissatisfaction through one of the channels in paragraph 13 below, and our staff is uncertain if you wish to make a complaint;
- (d) where you wish it – assist you to formulate, make and progress a complaint, including in the case of consumers with accessibility requirements or disabilities, and consumers from non-English speaking backgrounds or those suffering financial hardship.

10 When is a complaint ‘resolved’?

A complaint counts as ‘resolved’ when:

- (a) we and you have agreed on a solution, and we have fully implemented it; or
- (b) you escalate it to the TIO; or
- (c) all internal resolution processes set out in this CHP have been completed and:
 - (i) you and we have not agreed on a solution; and
 - (ii) we have given you the information in clauses 33(b) and (c) of this CHP; or
- (d) we are otherwise entitled to close the complaint under the Complaint Closing Rules in clause 31.

We will provide confirmation in writing that your complaint has been resolved within five working days after we complete our investigation of your complaint.

11 Our complaint's goal

As a customer, you have the right to make a complaint. Our goal is to keep our customers satisfied, and that means as few complaints as possible, and that any complaints that do arise are dealt with openly, fairly and promptly.

To support that goal:

- (a) Our complaints process is approved by our most senior responsible executive, who is responsible for ensuring its implementation, operation and compliance in accordance with the Complaints Standard.
- (b) Our complaints process is managed by a senior manager who must maintain the effective and efficient operation of the process in accordance with the Complaints Standard.
- (c) Our complaints process is focused on your needs and expectations and is designed to be easy to understand and use.

12 How and when you can make a complaint

You can make a complaint:

- By letter to PABX Sales & Service Pty Ltd Trading as Prosum, PO Box 203 Chadstone Centre VIC 3148
- By email to complaints@prosum.com.au

You can also make a complaint, and contact us about your complaint:

- Online at prosum.com.au/legal/complaints any time.
- By calling a member of our customer care team on 1800 007 229 between 8.30am to 5pm.

If:

- (a) we use a general enquiries telephone number to receive complaints; and
- (b) our telephone system allows you to select options for assistance – the first set of options presented to you will include an express option for you to elect to speak directly to a member of our customer care team.

13 How and when you can monitor the progress of a complaint

You can monitor complaint progress:

- By calling a member of our customer care team between 8.30am to 5pm on **1800 007 229** and quoting your Complaint Number
- visiting your customer account page at any time at prosum.com.au/account/support if you submitted a complaint via our web page.
- by email at any time to complaints@prosum.com.au
- By letter to PABX Sales & Service Pty Ltd trading as Prosum, PO Box 203 Chadstone Centre VIC 3148

14 If you need assistance

We will assist you to formulate, lodge and progress a complaint if you need help, including (without limitation) because of accessibility requirements, disability, being a financial hardship customer who has applied, or entered into an arrangement, for financial hardship assistance, and difficulties with English. Just let our customer care agent know you want help. If you can't tell us in that way:

- (a) write or email your request to an address in clause 13; or
- (b) contact us through your Representative – see clause 9; or
- (c) (especially if you are deaf or hard of hearing) contact us via the National Relay Service on 133 677; or
- (d) contact us via the Translating & Interpreting Service on 131 450.

15 Receiving your complaint

We'll receive your complaint through any of the contact points in clause 13.

16 Our complaint management steps

We will use our best efforts to resolve your complaint on first contact, or if this is not possible, as soon as practicable after first contact, taking the steps in the following clauses.

17 Acknowledgement of your complaint

- (a) If you make a complaint:
 - (i) in-store; or
 - (ii) by telephone to a customer care agent; or
 - (iii) by another real-time communications method e.g. by a live chat service (if we offer one); or
 - (iv) by a near real-time communications method e.g. a live chat service or an app (if we offer any of those things) –
we'll acknowledge it immediately, in writing or verbally.
- (b) If you make a complaint by email, or online, or by paper post, we'll acknowledge it within two working days, in writing or verbally.
- (c) When we acknowledge your complaint, we'll:
 - (i) allocate it a unique identifier (eg a reference number) **(Complaint Number)**;
 - (ii) advise you of the Complaint Number; and
 - (iii) give you instructions about how to monitor the complaint.

18 Initial assessment of your complaint

On initial assessment, a customer care agent will:

- (a) identify and flag it if it is an urgent complaint – see clause 20;
- (b) categorise it according to our internal complaint's classification process – see clause 38;
- (c) identify and flag complaints about billing errors – see clause 27;
- (d) assess whether it can be resolved without further investigation; and if so, skip to:
 - (i) clause 25 (for non-urgent complaints) or
 - (ii) clause 26 (for urgent complaints).

19 How we identify urgent complaints

Your complaint is identified as urgent if:

- (a) you are a financial hardship customer and has applied, or entered into an arrangement, for financial hardship assistance; or
- (b) disconnection of your service is imminent or has occurred and where due process has not been followed; or
- (c) it relates to a service for which you receive Priority Assistance under the *Priority Assistance for Life Threatening Medical Conditions Code*.

Our customer care agents are trained to watch for these factors and must flag a complaint as urgent if any of them are seen to apply.

20 Internal prioritisation process

We are flexible in the way we prioritise complaint processing, because special circumstances can apply. But in normal circumstances:

- (a) Urgent complaints have highest priority.
- (b) Complaints involving services to customers with significant health problems, or the care of young children or who are in remote locations or who are old-aged are prioritised next.
- (c) Complaints that are approaching, or have exceeded maximum response times are prioritised next.

We can often only know about these, or other, important factors if you tell us. You can alert us using any of the contact channels through which you can lodge a complaint.

21 Concerns about applicable response time

- (a) If you notify us that you are not satisfied with the response times that apply to the handling or management of your complaint, within 24 hours we'll advise you about:
 - (i) our internal prioritisation process – see clause 21;
 - (ii) our internal escalation process – see clause 32; and
 - (iii) the information in clauses 33(b) and (c) of this CHP.

- (b) If you then indicate to us that you would like the complaint to be given priority or to be escalated, we will, within five working days, assess the complaint in accordance with our internal prioritisation process or our internal escalation process, whichever is relevant, and prioritise or escalate it where appropriate.

22 Request for urgency

- (a) If you reasonably notify us that you want your complaint to be assessed and treated as urgent, within 24 hours we'll advise you about:
 - (i) our internal prioritisation process – see clause 21;
 - (ii) our internal escalation process – see clause 32; and
 - (iii) the information in clauses 33(b) and (c) of this CHP.
- (b) If you then indicate to us that you would like the complaint to be given priority or to be escalated, we will, within five working days, assess the complaint in accordance with our internal prioritisation process or our internal escalation process, whichever is relevant, and prioritise or escalate it where appropriate.

23 Investigation of your complaint

In investigating a complaint, a customer care agent will:

- (a) make any relevant enquiries of you, your Authorised Representative or Advocate, or our systems or other staff, or of any other telcos involved in our supply chain, and other interested parties;
- (b) investigate the complaint suitably for its seriousness;
- (c) fairly and carefully consider the merits of the complaint;
- (d) focus on finding the optimal solution for you and the situation;
- (e) seek guidance from a manager if necessary; and
- (f) keep in mind our obligations under the Complaints Standard and this document.

24 Our response and proposed solution

- (a) We'll offer a solution for your complaint within 10 working days of receiving it, unless a delay prevents that – see clause 34. And see clause 26 regarding urgent complaints.
- (b) We'll confirm that offer in writing, within five working days after you ask us to.

25 Handling urgent complaints & how they're different from ordinary complaints

Urgent complaints trigger SLA timers and reminders to ensure they are handled in time. They are identified by our trained support team with assistance of those triggers and prioritised with the upmost care.

An urgent complaint will be handled generally in accordance with this CHP, but within two working days of receiving your urgent complaint, we will:

- (a) offer a solution; and
- (b) if you accept that solution, action it –

(unless a delay prevents that – see clause 34) and we'll confirm that in writing, within five working days after you ask us to.

26 Complaints about billing errors

If you make a complaint during a billing period about a billing error, we will resolve it by the end of the billing period immediately following your current billing period, or within 30 calendar days, whichever occurs first.

27 Solutions

- (a) The solution we offer will be tailored to you so that, as far as practicable, it addresses the main cause of the complaint, and your individual circumstances.
- (b) Where a complaint is indicative of a broader problem or systemic issue, we'll seek to resolve the main cause of that problem or issue.
- (c) We aren't required to action that proposed solution unless and until you accept it. If you do accept our proposed resolution, we are allowed a period of time to action it – see clause 30.

28 Communicating our decision about the complaint

- (a) We'll notify you of our decision about your complaint as soon as practicable after we complete our investigation, including offering any solution in accordance with clause 25.
- (b) We'll communicate this information by email or text message or by phone.
- (c) We'll confirm it in writing, within five working days after you ask us to.

29 Implementing an agreed solution

We'll fully action a solution within five working days after you agree to it, unless:

- (a) we and you agree otherwise; or

- (b) you agreed to do something to facilitate the solution by a certain time, and you failed to do so; or
- (c) it's an urgent complaint and clause 26 applies.

30 Closing a complaint – (Complaint Closing Rules)

We may close your complaint in our complaints system if:

- (a) the complaint is resolved and there is nothing left for us to do; or
- (b) you consent; or
- (c) we have completed the Unsatisfactory Outcome Procedure in clause 35; or
- (d) we have completed the Unreasonable Complaint Procedure in clause 36; or
- (e) we have completed the Lost Contact Procedure in clause 37.

31 Internal escalation process

- (a) Your complaint will escalate and managed accordingly if you reasonably request it.
- (b) You can request escalation using any of the contact channels through which you can lodge a complaint.
- (c) Internal escalation and management may not accelerate resolution if the complaint is not urgent and it's processing already meets the applicable standards and is within the permitted maximum response time/s.
- (d) A complaint will be automatically escalated if:
 - (i) a maximum response time has been exceeded;
 - (ii) it becomes urgent; or
 - (iii) you notify us of another factor that increases the seriousness of your complaint or the need for expedited resolution.
- (e) Each escalated complaint will be referred to a more senior customer care agent, who will assess the reason/s for the escalation and the best way to respond to them, and direct action accordingly.

32 Process where a complaint is referred to the TIO for external resolution

- (a) You may refer a complaint to the Telecommunications Industry Ombudsman (**TIO**) after we have been given a reasonable opportunity to resolve it.
- (b) If you are not satisfied with how we have handled your complaint, you have a right to take it to the Telecommunications Industry Ombudsman, which is a free and independent service.

- (c) You can refer a complaint to the TIO:
 - (i) through its website at www.tio.com.au;
 - (ii) by phone on 1800 062 058;
 - (iii) by writing to PO Box 276, Collins Street West Vic 8007;
 - (iv) through the National Relay Service – call on 1800 555 677 then ask for 1800 062 058;
 - (v) by faxing a consumer complaint form (see www.tio.com.au/__data/assets/pdf_file/0006/9195/TIO-consumer-complaint-form-Feb-2016.pdf) to 1800 630 614; or
 - (vi) by emailing a consumer complaint form to tio@tio.com.au.
- (d) The TIO may accept your complaint if:
 - (i) it is about your landline telephone, mobile or internet service, damage to your property or telecommunications equipment; and
 - (ii) you have already tried to contact us to resolve your complaint with us; and
 - (iii) you the account holder or have you been authorised to deal with the matter by the account holder; and
 - (iv) your complaint is less than two years old (or between two and six years old, if you have a good reason for not making it before).
- (e) If TIO accepts your complaint, it will process it according to its current procedures.

33 If delays occur or are anticipated

- (a) If there's a delay in the timeline for managing or handling your complaint, we'll inform you as soon as possible after we become aware of it.
- (b) If we do not reasonably believe we can resolve:

Type of complaint	'Relevant Period'
• a complaint about a billing error	by the end of the billing period immediately following your current billing period, or within 30 calendar days, whichever occurs first
• an urgent complaint	within two working days of receipt
• any other complaint	within ten working days of receipt

we will advise you within the applicable 'Relevant Period':

- (i) why there is a delay;
- (ii) the new timeframe that will apply; and

- (iii) if we expect resolution to require more than ten more working days after the end of the applicable 'Relevant Period', of the information in clauses 33(b) and (c) of this CHP.
- (c) If:
 - (i) your complaint has not been resolved within 30 days after we receive it; and
 - (ii) we have not already given you the information in clauses 33(b) and (c) of this CHP –we will give it to you on the first working day after the 30 days have expired.

34 Unsatisfactory Outcome Procedure

- (a) Within 24 hours after you:
 - (i) notify us that you are not satisfied with the progress of your complaint; or
 - (ii) notify us that you are not satisfied with the outcome of your complaint; or
 - (iii) enquire about your options to pursue your complaint further –we'll advise you about:
 - (iv) our internal escalation process – see clause 32 (to the extent that you haven't already availed yourself of it); and
 - (v) the information in clauses 33(b) and (c) of this CHP.
- (b) If you then indicate to us that you would like the complaint to be given priority or to be escalated, we will, within five working days, assess the complaint in accordance with our internal prioritisation process or our internal escalation process, whichever is relevant, and prioritise or escalate it where appropriate.
- (c) Unless you avail yourself of any remaining internal escalation process or internal prioritisation process, we may then close your complaint under the Complaint Closing Rules.

35 Unreasonable Complaint Procedure

- (a) If we consider that:
 - (i) we can do nothing more to resolve your complaint or assist you; and
 - (ii) your behaviour or complaint is frivolous or vexatious –we may decide not to deal further with your complaint.
We won't do that without careful consideration, and appropriate internal escalation, and acting reasonably.

- (b) Within five working days of such a decision, we'll advise you of the reasons for our decision and the information in clauses 33(b) and (c) of this CHP.
- (c) After that:
 - (i) we may then close your complaint under the Complaint Closing Rules; and
 - (ii) we reserve the right not to accept any further complaints from you on the same or similar issues, except as a part of an external dispute resolution process.
- (d) Nonetheless, if you ask for written confirmation of our reasons and the information in clauses 33(b) and (c) of this CHP, we'll provide them within five working days – see clauses 33 and 43.

36 Lost Contact Procedure

- (a) If we unsuccessfully attempt to contact you to discuss your complaint or offer a solution:
 - (i) at least five different times;
 - (ii) on five different days;
 - (iii) in a ten day period –
 we will write to you:
 - (iv) advising we couldn't contact you;
 - (v) detailing our contact attempts; and
 - (vi) inviting you to contact us to discuss the complaint within a specified period (of at least ten working days).
- (b) Unless you contact us to discuss the complaint within that period, we may then close your complaint under the Complaint Closing Rules.

37 Internal Complaints Classification Process

- (a) Complaints will be categorised as follows:
 - (i) NBN
 - (A) Billing & Payment
 - (B) Connection
 - (C) Contracts
 - (D) Credit management
 - (E) Customer service
 - (F) Faults
 - (G) Privacy
 - (H) Transfer
 - (ii) Other internet

- (A) Billing & Payment
- (B) Connection
- (C) Contracts
- (D) Credit management
- (E) Customer service
- (F) Faults
- (G) Privacy
- (H) Transfer
- (iii) Landline
 - (A) Billing & Payment
 - (B) Connection
 - (C) Contracts
 - (D) Credit management
 - (E) Customer service
 - (F) Faults
 - (G) Privacy
 - (H) Transfer
- (iv) Mobile
 - (A) Billing & Payment
 - (B) Connection
 - (C) Contracts
 - (D) Credit management
 - (E) Customer service
 - (F) Faults
 - (G) Privacy
 - (H) Transfer

Each category has been titled so as to clearly describe the kinds of complaints covered. Staff must apply the categories carefully and appropriately.

- (b) The customer care agent who first deals with a complaint after we receive it must classify it.
- (c) Where, in the course of dealing with a complaint, a customer care agent recognises that a complaint should be classified by reference to alternative or additional categories, they must amend the classification accordingly and make a brief note of the amendment/s and reasons.

38 Restriction on legal proceedings

We will not commence legal proceedings against you that has the same subject matter as a complaint:

- (a) while the complaint is being handled internally; or
- (b) within seven working days after you are advised of the outcome of the complaint; or
- (c) while the complaint is being investigated by the TIO.

39 Charges for using our complaints process

Our complaints process is free to use.

40 Limit on cancelling service

If:

- (a) you make a complaint; and
- (b) you weren't able to resolve it directly with us; and
- (c) you pursue external dispute resolution –

we will not cancel your service for those reasons alone.

41 Credit management action suspended

We will not take credit management action over a disputed amount if you have made a complaint and we know:

- (a) it has not been resolved to your satisfaction; and
- (b) it is being investigated by us or the TIO or some other recognised third party.

42 External dispute resolution

The following external dispute resolution bodies may be able to assist with your complaint, but may require that you first attempt to resolve it directly with us:

- (a) the Telecommunications Industry Ombudsman (**TIO**) – see clause 33;
- (b) the Office of Fair Trading in Your State or Territory – visit your State or Territory consumer website;
- (c) for Australian Consumer Law matters, the Australian Consumer and Competition Commission (**ACCC**) – www.accc.gov.au;
- (d) for Telecommunications Consumer Protections Code matters, the Australian Communications & Media Authority (**ACMA**) – www.acma.gov.au;
- (e) for privacy issues, the Office of the Australian Information Commissioner (**OAIC**) – www.oaic.gov.au.

43 Further requirements for our staff

We will ensure that our staff who deal directly with customers and/or with complaints:

- (a) are given access to a copy of this CHP;
- (b) are given access to our Internal Process Documents;
- (c) understand:
 - (i) the requirements for consumer complaints handling under the Complaints Standard;
 - (ii) their roles and responsibilities under this CHP; and
 - (iii) the requirements of our Internal Process Documents;
- (d) clarify whether you wish to make a complaint, if you contact us and express dissatisfaction through one of the channels in paragraph 13 above, and our staff is uncertain if you wish to make a complaint;
- (e) understand what remedies are available to assist with the resolution of a complaint;
- (f) manage and resolve complaints in an effective and efficient manner in accordance with the Complaints Standard;
- (g) treat you with fairness and courtesy when you make a complaint;
- (h) can identify and record a complaint; and
- (i) can classify complaints in accordance with clause 38.

44 Process: helping consumers to formulate, make and progress a complaint

- (a) If a customer requests help in formulating, making or progressing a complaint, that is an 'Assistance Request'.
- (b) If a customer care agent otherwise considers that a customer needs help in formulating, making or progressing a complaint, they must ask whether the customer would like help in doing so. If the customer responds affirmatively, that is also an 'Assistance Request'.
- (c) We accept Assistance Requests from any customer who needs help, and especially:
 - (i) customers with accessibility requirements or disabilities;
 - (ii) customers from non-English speaking backgrounds; and
 - (iii) customers that are financial hardship customers and have applied, or entered into an arrangement, for financial hardship assistance.
- (d) An Assistance Request may relate to any or all of:
 - (i) formulating;
 - (ii) making; and/or
 - (iii) progressing –

a complaint. This process only applies to the items that are included in the Assistance Request.

- (e) In all cases, the customer should first be advised of the option of appointing an Authorised Representative or Advocate to provide the assistance they require. Wherever possible, it is better that the customer is assisted by a person independent of us. The remainder of this process applies if a customer does not elect to appoint an Authorised Representative or Advocate.
- (f) Formulating a complaint
 - (i) 'Formulating' means to express something in a meaningful, orderly and accurate way.
 - (ii) The customer care agent should talk to, and listen to, the customer to identify what they are complaining about, and why.
 - (iii) The customer care agent should then prepare a written statement (**Draft Complaint**) that clearly states the complaint as they understand it.
 - (iv) The customer care agent should read the Draft Complaint to the customer, and ask if the customer approves it as a statement of their complaint.
 - (v) If the customer asks that the Draft Complaint be emailed to them for consideration, the customer care agent should do so.
 - (vi) If the customer wishes the Draft Complaint to be amended, the customer care agent should do so.
 - (vii) If the customer approves a Draft Complaint, the customer care agent should email the approved version to the customer, clearly identifying it as the approved version.
 - (viii) The complaint is now 'formulated'.
- (g) Making a complaint
 - (i) 'Making a complaint' means to register it in our complaint handling system.
 - (ii) The customer care agent should ask the customer to confirm that they want the customer care agent to cause the complaint to be registered in our complaint handling system.
 - (iii) If the customer responds affirmatively, the customer care agent should cause the complaint to be registered in our complaint handling system and confirm to the customer when that has been done.
 - (iv) The complaint is now 'made'.
- (h) Progressing a complaint
 - (i) 'Progressing' a complaint means:
 - (A) to request that it be classified as urgent; or

- (B) to escalate or prioritise it in accordance with this CHP.
- (ii) The customer care agent should:
 - (A) advise the customer to contact customer care if they wish to do any of those things; and
 - (B) make a clear and prominent customer care note that the complaint is subject to 'Special Assistance'.
- (iii) Whenever that customer contacts any customer care agent seeking to progress their complaint, the customer care agent should:
 - (A) note that the complaint is subject to 'Special Assistance'; and
 - (B) help the customer, as required in the circumstances, to achieve the progress they seek.
- (i) Nothing in this process implies that a customer may require customer care staff to assume entire responsibility for the formulation, making or progression of a complaint. We are 'helping' the customer, not carrying out the process instead of them.
- (j) Nothing in this process implies that a customer is entitled to a different outcome than if they were not receiving help from us. We are helping then to 'formulate, make and progress' a complaint, not assuring a special outcome.
- (k) This process may overlap and interact with the processes in clauses 46, 47 and/or 48. customer care agents should use discretion and common sense where this occurs eg where a customer needs help in formulating a complaint *and* is not fluent in English, it is necessary to consider involving an interpreter service before undertaking the steps in clause 45(f) – 'Formulating a complaint'.

45 Process: helping customers with accessibility requirements or disabilities

TIO has published a comprehensive Position Statement on *Responding to consumers with different needs* (including customers with accessibility requirements or disabilities). A copy is attached to this CHP as Annexure 1.

We endorse this Position Statement and require that all customer care agents and other staff involved with complaint handling:

- (a) Step 1: *Understanding the Position Statement*
Read and understand the Position Statement. Discuss with your supervisor if any aspect isn't clear.
- (b) Step 2: *Action steps*

Each bullet point in the Position Statement regarding dealing with relevant customers and their complaints is to be considered, and actioned as appropriate, in the course of those dealings.

46 Process: helping customers from non-English-speaking backgrounds

TIO has published a comprehensive Position Statement on *Responding to consumers with different needs* (including customers from non-English-speaking backgrounds). A copy is attached to this CHP as Annexure 1.

We endorse this Position Statement and require that all customer care agents and other staff involved with complaint handling:

(a) Step 1: *Understanding the Position Statement*

Read and understand the Position Statement. Discuss with your supervisor if any aspect isn't clear.

(b) Step 2: *Action steps*

Each bullet point in the Position Statement regarding dealing with relevant customers and their complaints is to be considered, and actioned as appropriate, in the course of those dealings.

47 Process: helping customers suffering financial hardship

Our Payment Assistance Policy fully details how we deal with and help customers suffering financial hardship. It sets out the steps we go through in receiving, processing and finalising a financial hardship application.

A copy of our Payment Assistance Policy is available on our web site.

We require that all customer care agents and other staff involved with complaint handling:

(a) Step 1: *Understanding the Payment Assistance Policy*

Read and understand the Payment Assistance Policy. Discuss with your supervisor if any aspect isn't clear.

(b) Step 2: *Action steps*

Each step in the Payment Assistance Policy is to be considered in dealing with relevant customers and their complaints, and actioned as appropriate, in the course of those dealings.

The steps in the Payment Assistance Policy should be followed in order. Where a step needs to be taken by the customer, assist the customer to do so.

48 Complaint records we'll keep about complaints that **are not network outage complaints**

We'll record for each complaint, and retain for two years:

- (a) your name and contact details, and your representative where applicable;

- (b) a unique identifier (eg a reference number) that will ensure we can subsequently identify the complaint and its subject matter;
- (c) a description of the nature of the complaint and the issues raised as part of the complaint;
- (d) a description of the resolution we or you proposed including the date by which you must provide a response in relation to the proposed resolution;
- (e) a description of the results of any investigation;
- (f) a description of our reasons for its proposed resolution;
- (g) your response to the proposed resolution of the complaint, any reasons you give, and if you have requested the proposed resolution in writing, that this request has been made;
- (h) a description of the agreed resolution of the complaint, including any associated commitments and the date this is communicated to you;
- (i) the implementation of any required actions; and
- (j) copies of any correspondence sent by or to you regarding the complaint.

49 Complaint records we'll keep about complaints that are network outage complaints

- (a) We'll record for each complaint, and retain for two years:
 - (i) your name and contact details, and your representative where applicable;
 - (ii) a unique identifier (eg a reference number) that will ensure we can subsequently identify the complaint and its subject matter;
 - (iii) a description of the nature of the issues raised as part of the service outage report;
 - (A) the time and date we:
 - (B) received your service outage report;
 - (C) made a determination under clause 66;
 - (D) acknowledged the network outage complaint under clause 67;
 - (E) notified you under clause 68.6(b) ('second notice'); and
 - (F) closed the network outage complaint;
 - (iv) whether you wanted another remedy in addition to restoration of your affected service and made a general claim about that;

- (v) if you expressed dissatisfaction to restoration of your affected service as a complete remedy, any reasons you gave us for that;
 - (vi) copies of communications under the CCO Standard that were provided to you during the network outage under that Standard; and
 - (vii) copies of any correspondence sent by or to you regarding the restoration of your affected service and any bulk resolution offer.
- (b) If a general complaint is due to your dissatisfaction with the resolution of a network outage complaint, the unique reference number or other unique identifier used for their network outage complaint, will be linked with the general complaint

50 Privacy

We will ensure that personal information we collect in connection with a complaint is not disclosed to a third party except:

- (a) as required to manage a complaint to the TIO or the ACMA;
- (b) with your express consent; or
- (c) as otherwise required or authorised by law.

Part D – Network outage complaints

51 Application

- (a) This Part E:
 - (i) applies to network outage complaints; and
 - (ii) does not apply to general complaints.
- (b) In this Part E:
 - (i) a reference to a 'complaint' means a network outage complaint; and
 - (ii) a reference to 'CHP' means this Part E and any other clauses that are expressly stated to apply to network outage complaints.
- (c) Subject to clause 52(b), terms defined in Part C mean the same thing in this Part E.

52 Availability

- (a) We make this CHP (including the processes and procedures it contains) available to the public on our website at the same location as our CHP for general complaints.
- (b) The website address for this CHP is [TBC].

53 Executive and management responsibility

- (a) Our complaints process is approved by our most senior responsible executive, who is responsible for ensuring its implementation, operation and compliance in accordance with the Complaints Standard.
- (b) Our network outage CHP is managed by a senior manager who is required to maintain its effective and efficient operation in accordance with the minimum requirements for network outage complaints handling.

54 No charge

There is no charge to you for using the processes of this CHP.

55 Representatives

- (a) You may choose to appoint a 'Representative' i.e. either:
 - (i) an **Authorised Representative** – who is a person who has authority from you to deal with us on your behalf as your authorised agent; or
 - (ii) an **Advocate** – who is a person nominated on your behalf to deal with us on your behalf, but does not include an Authorised Representative or a person who has authority to access your account information from us.
- (b) The forms and procedures for nominating a Representative are on our website.
- (c) You can nominate a Representative to make a service outage report and handle a complaint for you.

56 Our contact information

- (a) The home page of our website includes a direct link to contact information that you can use to report a service outage. That includes the contact methods in clause 64 of this CHP.
- (b) That linked material states that that the contact information provided there can be used to make a service outage report, or an enquiry about a network outage.
- (c) We will ensure that the contact information:
 - (i) remains accurate and up to date; and
 - (ii) if we make any new contact method available, will be updated to include that new method as soon as practicable, and always within two hours.

57 Our network outage communications procedures

Our network outage communications procedures are on our website at prosum.com.au/legal/outage-communications-policy/.

58 Our focus

In developing and implementing this CHP, our focus is on the needs and expectations of consumers who are affected by a network outage.

59 Timeliness – management and response times

Time limits applicable to:

- (a) determining if a service outage report is a network outage complaint, and related matters, are set out in our Complaint Classification Process in clause 66;
- (b) acknowledgement of network outage complaints, and related matters, are set out in our Complaint Acknowledgment Process in clause 67; and
- (c) default resolution, and related matters, are set out in clause 68.

60 Timeliness – communications under the CCO Standard

Time limits applicable to communications under the CCO Standard are set out in Annexure 2.

61 Timeliness – default resolution

- (a) The default resolution of network outage complaints must occur as soon as practicable.
- (b) The default resolution is about restoring access to carriage services affected by a network outage, so that you can use them again.
- (c) The default resolution will be implemented in accordance with our Default Resolution Process.

62 Customer care capabilities and conduct

Our customer care agents who deal directly with you or network outage complaints:

- (a) have access to a copy of this network outage CHP and any other documentation setting out our documented internal processes for network outage complaints handling;
- (b) are given an alert with details about a suspected network outage and how it is, or may be, affecting our consumers as soon as practicable after it has reason to suspect that a network outage is occurring and affecting any of our consumers;
- (c) understand the minimum requirements for network outage complaints handling, their roles and responsibilities under our

network outage complaints handling process and any requirements under the documented internal processes for network outage complaints handling;

- (d) can and will manage and resolve network outage complaints in an effective and efficient manner in accordance with the minimum requirements for network outage complaints handling;
- (e) can and are authorised to make a determination under section 17B of the Complaints Standard and provide the acknowledgment under section 17C of the Complaints Standard within any timeframes specified under section 17B(2) of the Complaints Standard;
- (f) will treat consumers making network outage complaints with fairness and courtesy;
- (g) can and will manage network outage complaints in accordance with our:
 - (i) Complaint Classification Process;
 - (ii) Complaint Acknowledgment Process; and
 - (iii) Default Resolution Process; and
- (h) have been trained about, and understand this CHP and the requirements in Parts 2A and 3A of the Complaints Standard.

63 Making a service outage report

You may make a service outage report using:

- (a) the telephone number, email address and web address we specify under clause 13 or 15(c) of our CHP for general complaints (except for a contact method that is not available due to the network outage); or
- (b) a real-time communications service (e.g. a phone number) or near real-time communications service (e.g. live chat) – if any – that we make available to consumers to seek assistance in connection with a network outage; or
- (c) any other contact method that we make available for the purpose of us about a network outage.

When you make a service outage report, we will carry out our Complaint Classification Process.

64 Making an urgent network access complaint

If:

- (a) you make a service outage report; and
- (b) it becomes a network outage complaint; and
- (c) you have alerted us that the service outage:

- (i) involves a risk to your personal safety or a serious health risk; or
- (ii) involves you as a priority assistance consumer and the service for which you are receiving priority assistance –

then your network outage complaint will be treated as an urgent network outage complaint from the later of:

- (d) when your service outage report became a network outage complaint; and
- (e) when you so alerted us.

65 Complaint Classification Process

- (a) The Network Outages Complaints Manager must:
 - (i) appoint customer care agents who are authorised and trained to carry out this Complaint Classification Process;
 - (ii) appoint product technical resources with expertise in relation to each carriage service or class of carriage services that we supply, and to avoid doubt:
 - (A) a suitable person may be a product technical resource with respect to multiple services or classes of service;
 - (B) a suitable person may act as a customer care agent and a product technical resource;
 - (iii) appoint so many product technical resources as the Network Outages Complaints Manager reasonably assesses to be sufficient to provide relevant technical advice to customer care agents where required for the purposes of this Complaint Classification Process;
 - (iv) make supplementary appointments of customer care agents and/or product technical resources from time to time, if and as necessary to ensure our capability to comply with the minimum requirements for network outage complaints handling;
 - (v) ensure that customer care agents are well informed of which product technical resource(s) is/are relevant to a service outage report in relation to particular services; and
 - (vi) ensure that customer care agents have access to relevant product technical resource(s), if and as required, and sufficient to support compliance with the Complaints Standard in relation to this Complaint Classification Process.
- (b) When a service outage report is received, as soon as practicable and always in sufficient time to ensure compliance with the minimum requirements for network outage complaints handling:
 - (i) it must be allocated to a customer care agent;
 - (ii) the customer care agent must:

- (A) consult with a relevant product technical resource;
- (B) consider whether further information is reasonably required from you in order to understand and assess the service outage report e.g.:

- the affected carriage service or class of carriage services;
- the location of the affected end user;
- the symptoms of the service outage;
- the time of commencement of the service outage;
- what hardware is involved;
- whether you have taken any troubleshooting steps, and (if so) their outcome –

and, if further information is required, contacting you and helping you to provide as much of it as possible as quickly as possible;

- (C) take steps to ascertain whether there is a correlated network outage alert; and
- (D) take all other reasonable steps as seem appropriate in the circumstances (including the nature or class of a reportedly affected service and any other relevant matter) –

in order to determine:

- (E) if there is a reason to suspect a network outage is occurring; and
- (F) if so:
 - whether you are affected or likely to be affected by that network outage; and
 - whether the sole or predominant cause of the network outage is a natural disaster; and
- (G) if the sole or predominant cause of the network outage is a natural disaster, whether the report should be treated as a general complaint.

(c) In making a determination under clause 66(b)(ii):

- (i) if a correlated network outage is identified, a customer care agent will immediately determine that there is a reason to suspect a network outage is occurring and that you are affected or likely to be affected by it unless there is compelling evidence to other effect;
- (ii) if a service outage report indicates that a service outage commenced more than two hours earlier but no correlated network outage alert has been identified, a customer care

agent will not determine that there is a reason to suspect a network outage is occurring unless there is good reason to consider that there is a network outage that is not yet subject to a network outage alert.

- (d) If the customer care agent determines that there is a reason to suspect a network outage is occurring and you are being affected by it, then (unless the sole or predominant cause of the network outage is a natural disaster):
 - (i) the service outage report is a network outage complaint;
 - (ii) the customer care agent must cause our Complaint Acknowledgment Process to be actioned; and
 - (iii) the customer care agent must:
 - (A) if possible and as soon as practicable, send you a link to this CHP on our website, in a way you can access despite the network outage; or
 - (B) if sending a link is not possible, give you written or verbal instructions about how to locate this CHP on our website by any other method available to you.
- (e) If the customer care agent determines that:
 - (i) there is reason to suspect a network outage is occurring and the you are being affected by a network outage; and
 - (ii) the sole or predominant cause of the network outage is a natural disaster –then:
 - (iii) the service outage report is not a relevant network outage complaint;
 - (iv) the customer care agent need not cause our Complaint Acknowledgment Process to be actioned –but (if it is appropriate to do so) the customer care agent will record the service outage report as a general complaint, to be processed as such.
- (f) We will take all reasonable steps to make a determination under this Complaint Classification Process on first contact.

66 Complaint Acknowledgment Process

- (a) When:
 - (i) you have made a service outage report and there has been a determination that:
 - (A) there is reason to suspect that a network outage is occurring;
 - (B) you are affected or likely to be affected by that network outage; and

- (ii) the sole or predominant cause of the network outage is not a natural disaster –
- then:
- (iii) we will action this Complaint Acknowledgment Process as soon as practicable and always in sufficient time to ensure compliance with the minimum requirements for network outage complaints handling; and
 - (iv) we will take all reasonable steps to complete this Complaint Acknowledgment Process on first contact.
- (b) We will notify you:
- (i) that we confirm that your service report is being treated as a network outage complaint;
 - (ii) of a unique reference number or some other unique identifier for the complaint;
 - (iii) of instructions about how to monitor your complaint (if they then differ from clause 69 of this CHP);
 - (iv) that network outage complaints are handled under our network outage complaints handling process;
 - (v) that the outcome of the default resolution is to restore access to carriage services affected by a network outage;
 - (vi) of details of the contact methods we have made available under section 16 of the CCO Standard;
 - (vii) that we will attempt to notify you when the services affected by the network outage have been restored in accordance with paragraph 17D(3)(b) and subsection 17D(4) of the Complaints Standard;
 - (viii) where on our website you can access:
 - (A) our network outage complaints handling process;
 - (B) a summary of each of the communications required under the CCO Standard;
 - (C) relevant information that is known about the network outage and its impact on our telecommunications products; and
 - (D) options we make available regarding other remedies for consumers affected by the network outage including any bulk resolution offer –
- (network outage complaint acknowledgement).**
- (c) We may give you a network outage complaint acknowledgement verbally or in writing.
 - (d) If there is no practicable alternative, we will give you a network outage complaint acknowledgement verbally.
 - (e) If you are able to receive email, we will:

- (i) if (at the time of giving a network outage complaint acknowledgement) we are in real time or near-real time communication with you:
 - (A) confirm that your service report is being treated as a network outage complaint;
 - (B) give you a unique reference number or some other unique identifier for the complaint –
 via the real time or near-real time communication method; and
- (ii) email the balance of the network outage complaint acknowledgement to you.
- (f) Otherwise, we will send a network outage complaint acknowledgement by a method that we consider is most likely to reach you, based on our understanding of the service outage that is affecting you.

67 Default Resolution Process

67.1 Default resolution

In effect, the 'default resolution' of a network outage complaint is the restoration of normal operation of affected carriage services.

67.2 Our goal

Our goal is to complete all necessary actions within our capacity to implement the default resolution as soon as reasonably practicable for network outage complaints and urgent network outage complaints.

67.3 'Actions within our capacity' and third party networks

- (a) This clause 68.3 applies where a network outage (**third party outage**) is in a third party network (e.g. the NBN or another wholesale network) on which we rely in supplying service to you, but which we do not operate or control (**third party network**).
- (b) In this case, actions 'within our capacity' will be limited to:
 - (i) urging the operator of the third party network to complete all necessary actions within our capacity to implement the default resolution as soon as reasonably practicable; and
 - (ii) in the unlikely event that there is anything we can reasonably do to assist the operator of the third party network to do so, promptly providing that assistance.
- (c) The Network Outages Complaints Manager or their delegate will regularly:
 - (i) monitor communications from the operator of the third party network about the third party outage under the CCO Standard;
 - (ii) assess whether contact by us with the operator of the third party network, urging the implementation of the default

resolution will be productive, counter-productive or neutral in their effect; and

- (iii) where we consider such contact will be productive, attempt to contact the appropriate personnel of the operator of the third party network and urge them to hasten the implementation of the default resolution.

67.4 Network outages within our control

- (a) This clause 68.4 applies if a network outage is in a network that we operate and control.
- (b) The Network Outages Complaints Manager or their delegate will monitor our technical analysis of and response to a network outage and, if they are not satisfied at any time that all reasonable steps to achieve the goal in clause 68.2 are being taken, will escalate that concern to our most senior responsible executive without unnecessary delay, for appropriate action to be taken by that executive.
- (c) The Network Outages Complaints Manager or their delegate will continue monitoring under clause 68.4(b) until the goal in clause 68.2 is achieved.

67.5 Urgent assistance options

If you have an urgent network outage complaint:

- (a) on your request, a customer care agent will promptly consider what we may reasonably be able to do to assist you to stay connected to a carriage service during the network outage, including by considering alternative or interim options where available (**urgent assistance options**);
- (b) we will notify you as soon as practicable of any urgent assistance options we can reasonably provide or facilitate and the terms on which we can do so; and
- (c) if you accept one of the options, we shall provide that option on those terms.

67.6 Resolution of network outage complaints

- (a) (**First notice**) When the services affected by a network outage have been restored, we will notify you to that effect in accordance with section 15(2) of the CCO Standard.
- (b) (**Second notice**) In addition, as soon as practicable after the first notice, we will notify you in writing:
 - (i) how you can make a complaint seeking a tailored resolution, if restoration of the affected service is not a sufficient resolution;

Note: This is done by making a general complaint in accordance with the General Complaints CHP.

- (ii) what to do if you believe that we have failed to restore an affected service;
 - (iii) how you can easily and accessibly request further assistance from us if your service has not been restored; and
 - (iv) if we are making a bulk resolution offer, what the offer is and timeframe for acceptance.
- (c) If paragraphs 68.6(a) and (b) have been satisfied, a non-urgent network outage complaint is resolved and we may close the complaint file if:
 - (i) you have informed us that your affected service has been restored; or
 - (ii) at least three working days have passed since we gave you the second notice.
- (d) If:
 - (i) your network outage complaint is non-urgent; and
 - (ii) before we have closed the complaint file, you notify us that your affected service is not in fact restored –

we will use all reasonable efforts to restore the service within five working days.
- (e) If:
 - (i) your network outage complaint is non-urgent; and
 - (ii) after we have closed the complaint file, you notify us that your affected service is not in fact restored –

we will use all reasonable efforts to restore the service with reasonable priority.

67.7 Resolution of an urgent network outage complaint

- (a) This process applies if you have made an urgent network outage complaint.
- (b) If you notify us, in response to the first notice or the second notice, that your affected service is not in fact restored, we will ensure that it is restored within two working days of your notification.
- (c) Within two calendar days after sending the second notice, we will contact you to get your confirmation that your affected service has been restored.
- (d) We will not close an urgent network outage complaint until your affected service has been restored and:
 - (i) you have informed us that your affected service has been restored; or
 - (ii) at least three working days have passed since we gave you the second notice.

68 Monitoring a network outage complaint

You can monitor a network outage complaint using:

- (a) a method in clause 14 of the General Complaints CHP; and
- (b) any other method we notify to you.

Part E – Transitional arrangements

69 Complaints in progress

If:

- (a) you made a complaint to us on or before 29 June 2025; and

we acknowledged your complaint under the Complaints Standard on or before 29 June 2025 –

that complaint remains subject to the Complaints Standard as they were on 29 June 2025.

Position Statement – Responding to consumers with different needs.

Complaints we receive involving consumers with different needs include claims that a provider:

- refused to deal with a person nominated by the consumer to communicate with the provider on their behalf
- did not adapt its information, communication methods, or services to take into account a consumer's different needs
- disregarded or took advantage of the consumer's different needs when offering or selling its services
- did not provide sufficiently detailed and accurate information about disability equipment, either at point of sale or on an ongoing basis.

Examples of consumers who may have different needs include consumers who:

- have a disability
- have a serious or chronic illness
- are from an Indigenous background
- are from language backgrounds other than English
- are homeless
- are very young, or are elderly
- live in a rural or remote area, or
- have a low level of literacy or numeracy.

For complaints involving priority assistance services see our position statement Priority assistance services.

For complaints involving selling practices or lack of informed consent see our position statement Pre-sale information or conduct. For complaints involving capacity to contract see our position statement Contracts.

For complaints involving financial hardship see our position statement Financial hardship.

This position statement should also be read in conjunction with any other TIO statements that may be relevant. It does not replace any other position statement on a particular topic.

This position statement provides broad guidance on the law, good industry practice, and what the TIO many consider to be fair and reasonable in general circumstances. It is not a full statement of the law or good industry practice. The TIO considers each

Laws, codes, and guidelines

The following laws, codes, and guidelines are relevant to consumers with different needs:

- Competition and Consumer Act 2010, Schedule 2 (the Australian Consumer Law)
- Disability Discrimination Act 1992
- Telecommunications (Consumer Protection and Service Standards) Act 1999
- Telecommunications (Equipment for the Disabled) Regulations 1998
- Telecommunications Consumer Protections (TCP) Code 2015
- the ACCC's compliance guide, Don't take advantage of disadvantage
- the Communications Alliance Guidelines on developing accessible documents
- any applicable industry guidance on migrating back-to-base medical and security alarms to fibre to the premises (FTTP) networks

Our approach

When a complaint involves a consumer with different needs, we consider the law, good industry practice, and what is fair in the circumstances.

The law

The Australian Consumer Law prohibits misleading, deceptive and unconscionable conduct in the supply of goods or services, and this applies fully to how we deal with consumers who have different needs.

TIO guidance we follow

Adapting to a consumer's different needs

We won't place an unreasonable burden on a consumer with different needs by asking for onerous proof of that need – for example, we won't insist on detailed specialist medical evidence where more easily obtainable information (including documents the consumer already holds) would do. If we're not able to fully adapt our services to a consumer's needs, we'll discuss this with them and, where appropriate, consider options including referring them to another provider or releasing them from their contract without exit fees.

When a consumer nominates someone else to communicate on their behalf

Consumers commonly ask a financial counsellor, legal adviser, carer, family member or friend to communicate with us on their behalf. We'll expect that person to be able to show they've been validly nominated by the consumer, but we aim to keep this process simple and free of unnecessary requirements.

Communicating in languages other than English

Where we specifically market our services to a community whose main

language isn't English, we aim to communicate about those services in a language that community understands.

How we assess a complaint involving a consumer with different needs

We consider whether the consumer has a particular need that requires us to offer different products, services or communication, and whether we've addressed that need appropriately in the circumstances.

Putting things right

Where we haven't met the required standard in dealing with a consumer with different needs, we'll take steps to address the detriment – which may include accepting a complaint or enquiry from a person nominated to act on the consumer's behalf, or releasing the consumer from their contract without exit fees.

When these obligations are triggered

These timeliness obligations apply once we've received (or given, if we're the responsible carrier) a formal notice under the CCO Standard that a major outage or significant local outage is occurring. A major outage generally affects 100,000 or more services; a significant local outage generally affects 1,000 or more services in regional Australia, or 250 or more in remote Australia, for longer than 6 hours (regional) or 3 hours (remote).

Initial notification – major outage or significant local outage not caused by a natural disaster

As soon as practicable after being notified, we must:

- notify affected end-users using at least one of: our app, email, or SMS; and
- make information available to the public via our website and call centres.

We'll use whichever of these methods is most likely to reach the affected end-users or the public, given what we understand about the outage.

Initial notification – outage caused by a natural disaster

Where the outage is caused by a natural disaster (e.g. fire, flood, storm, cyclone or earthquake), our obligation is reduced to making information available to the public on our website, as soon as practicable.

What a notification must include

As far as the information is available to us at the time, each notification or public communication will include:

- the scale, or suspected scale, of the outage
- the cause, or likely cause, of the outage (unless disclosing this could compromise network or national security)
- the geographic areas affected or likely to be affected
- the types of carriage services affected or likely to be affected
- the estimated timeframe for further updates
- the estimated timeframe for restoration of the affected services
- how affected end-users and the public can get additional information or assistance – including contact details, our website address, and, where available, a real-time or near-real-time contact channel (such as phone or live chat) for urgent assistance

Ongoing updates

Until the affected services are fully restored, we'll provide updates:

- as soon as practicable after any material change to the outage; or
- otherwise, at least once every 6 hours during the first 24 hours of the outage, and at least once every 24 hours after that.

Each update will either describe the material change or confirm that there has been no material change, and will be delivered using the same channels as the original notification.

Final notice

As soon as practicable after we consider that all affected services have been restored or the outage has been rectified, we'll notify affected end-users and the public of that fact, using the same channels as before.

This summary doesn't replace the CCO Standard itself. Our full network outage communications procedures, referred to at clause 58 of this CHP, set out how we put these obligations into practice.