Submission to the Draft TCP Code DR C628:2011

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Comments

4.1.3.1 (i) International Roaming: information about whether a Consumer needs to take any action to activate international roaming on the Supplier's Telecommunications Product (such as applying for activation of this functionality with the Supplier) or deactivate international roaming *and the basic Charges to send SMS, make and receive standard calls and for data usage on the Supplier's Telecommunications Product from different countries* (including that roaming Charges may be higher than Charges for international calls from Australia and data usage may be more expensive, and that Customers may be charged for both making and receiving calls while overseas) in a prominent and/or easily navigable and/or easily searchable position on the Supplier's website

Whilst acknowledging that international roaming can be a key driver of bill shock, it is impractical to attempt to provide the level of detail for charges set out here on the website for each country. There are so many variables, none the least of which is the carrier in the overseas country can differ at any given time. It would make it extremely challenging to be able to comply with the final part of this clause as well. Add to that the number of alternatives to incurring roaming charges on a regular plan, it would seem that information on how to minimise the extra charges, including the alternatives a CSP can provide, is a much better option for the traveller than the myriad variations for each country.

We are unsure why the following clause needs to be included. It doubles up from other clauses and thus would lead to a doubling up of code non-compliance for the same issue- a commonly found situation under the existing code.

4.1.4 Meeting Consumer needs: Where a Consumer has identified a particular need to a Supplier, the Supplier must indicate if it has an Offer that may suit the Consumer's identified need and if the Supplier does indicate a particular Offer that may suit the Consumer's identified need, the Supplier must provide the Consumer with information about the particular Offer, to allow the Consumer to assess the suitability of that Offer against that need.

4.1.4.1 A Supplier must take the following actions to enable this outcome:

(a) Training: train staff regarding how to understand Consumer needs and advise Consumers on the Supplier's suitable Offers;

(b) Information: provide standard information about Offers which can meet common needs expressed by Consumers;

(c) Usage: provide information that can help Consumers predict their average level of telecommunications usage and what Offers may be suitable for that level of usage; and

(d) Different needs: assist Consumers to find out where to access information about Telecommunication Products which may suit specific needs, such as the disclosed needs of Consumers with a disability.

4.5.1.1 (c) Previous versions: retain on its website the sections of its Standard Form Customer Contracts that contain the terms of Offers which are withdrawn by the Supplier after the date that this Code takes effect, for so long as Customers continue to receive Telecommunications Products pursuant to those Offers, and for a reasonable period of time thereafter, to enable a response to Consumer queries about Offers which are no longer current.

We consider that this information should be available on request free of charge rather than be ing retained on the website. Providing old and new information on the website may cause confusion to consumers.

5.5.3 Itemised Charges- A Supplier must ensure that Itemised details of all Charges relating to its Telecommunication Products are made available to the Customer on the Bill, unless the Customer otherwise requests or agrees, and upon request in relation to a Pre-Paid Service.

It is not clear what exactly is expected with Itemised Details. In a code that has expanded many areas with specific requirements, the definition of Itemised Details is still extremely vague and open to conjecture. Is it necessary to be on the Bill? Why can it not refer the Customer to their account information that they can access by logging in on the Supplier's website?

5.7.1 (c) must allow the Customer not less than 10 Working Days to check the Bill or if no Bill is required, all applicable Charges, before the associated Direct Debit transaction occurs

Currently there is no specific time required - the Bill must be given to the Customer to enable them to check it prior to the DD taking place. Setting a timeframe has benefits, but we consider that 5 working days is sufficient? There are further disadvanatages to a longer period for the consumer, as this increases the risk that Consumer will forget about the pending direct debit.

7.4 Information to be provided regarding a Transfer

7.4.1 (a) (ii) that the Gaining Supplier will use reasonable efforts to notify the Consumer of the completion of the Transfer on the day it occurs or, if completion of the Transfer relies on a third party, on the day the Gaining Supplier is advised that completion has occurred;

Currently we have to advise the customer at the time of agreement that we will notify them within 10 days after the transfer that the transfer has been done. Reducing the notification time to same day is unreasonable. Whilst most will be notified by SMS and/or email which USUALLY will occur same day, seeing as the transfer of services is generally seamless, making the timeframe say 2 days would be far more practical. It would mean that a Supplier would not need to show, upon enquiry, that it made 'reasonable efforts' if the notification was delayed for a short period.