

## Complaints Handling Process

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## 1 Introduction

This document explains our complaint handling process (CHP) for 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 Variation 2020 (No.1)* (Complaints Standard).

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

This CHP is effective from 1<sup>st</sup> July 2022.

## 2 Accessing this Complaint Handling Process

- (a) This CHP is available on our website.
- (b) There is a link on our homepage to our Legal and Rates page where you will find our CHP which:
  - (i) Explains how to contact us to make a complaint or enquiry and
  - (ii) Expressly states that you can use that contact information to make a complaint.
- (c) We'll also make this CHP available to you if you ask for it or as soon as practicable after you inform us that you wish to make a complaint.

## 3 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:
  - Acquires a telecommunications product not for resale; and
  - Doesn't have a genuine and reasonable opportunity to negotiate the terms; and
  - Has an (anticipated) annual spend with us of \$40,000 or less.

## 4 Our documented internal processes

- (a) We are committed to upholding this CHP and 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 18
  - (ii) An internal process for escalating complaints – see clause 29
  - (iii) An internal process for classifying complaints into different categories, which clearly describes each category of complaint – see clause 35, and
  - (iv) An internal process for helping customers to formulate, make and progress a complaint – see clause 42 – and which details steps to assist our team members to help customers:
    - (a) with accessibility requirements or disabilities – see clause 43;
    - (b) from non-English speaking backgrounds – see clause 44 and
    - (c) suffering financial hardship – see clause 45.

## 5 Some special terms

- (a) ACMA' means Australian Communications and Media Authority –see clause 40(d).
- (b) 'Financial Hardship' means a situation where:
  - (i) You can't repay money that you owe to us, due to illness, unemployment, being a victim of domestic or family violence or other reasonable cause; and

- (ii) You believe that you will be able to pay the money you owe if the payment or other arrangements relating to the supply of telecommunications products by us are changed.
- (c) “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.
- (d) ‘Personal information’ means the same as in the *Privacy Act 1988*.
- (e) ‘Solution’ means a way to deal with a complaint – not necessarily the way you want.
- (f) ‘Telecommunications product’ means the same as in the Complaints Standard – it covers most Telco services and associated goods we supply.
- (g) ‘TIO’ means Telecommunications Industry Ombudsman – see clause 30.
- (h) ‘Working day’ means a day that is not a Saturday, Sunday or gazetted public holiday in the locations of your premises or principal place of business.

## 6 Representative

- (a) You may choose to appoint a ‘Representative’ i.e. either  
An Authorised Representative – a person who has authority from you to deal with us on your behalf as your authorised agent; or  
An Advocate – 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.

## 7 What is a complaint?

We consider any of the following a complaint:

- (a) if you express dissatisfaction about our products or services; or
- (b) if you express dissatisfaction about 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 were legal actions already underway, the subject of that wouldn’t be treated as a complaint.
- (c) Our staff will:
  - (i) Clarify whether you wish to make a complaint if you contact us to express dissatisfaction and they are uncertain if you wish to make a complaint;
  - (ii) Where you want to make a complaint: help 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.

## 8 When is a complaint ‘resolved’?

A complaint is ‘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 advised you about your options for external dispute resolution, including the TIO – see clauses 30 and 40 or

- (d) we are otherwise entitled to close the complaint under the Complaint Closing Rules in clause 28.

We will confirm that your complaint has been resolved as soon as practicable after we complete our investigation of it, and we'll confirm that in writing, within five working days after you ask us to.

## 9 **Our complaints goal**

As our 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 Managing Director 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 you and is designed to be easy to understand and use. We welcome all feedback and suggestions on how we could improve it.

## 10 How and when you can make a complaint

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

How	When
<b>Phone</b> Call us on 1300 4 KONEC	Monday to Friday 9am to 9pm
<b>Online eSupport</b> Login to your Konec account at <a href="https://www.konec.com.au">https://www.konec.com.au</a> or app and send us a support request.	At any time
<b>Letter</b> Write to us at Level 3, 5 Talavera Rd Macquarie Park NSW 2113	At any time
<b>Email</b> Email us at: <a href="mailto:help@konec.com.au">help@konec.com.au</a>	At any time

## 11 How and when you can monitor the progress of a complaint

You can monitor complaint progress:

How	When
<b>Phone</b> 1300 4 KONEC. Quote your complaint number when you call.	Monday to Friday 9am to 9pm

## 12 If you need assistance

If you need help, including (without limitation) because of accessibility requirements, disability, financial hardship and difficulties with English, we will assist you to formulate, lodge and progress a complaint. Just let our Customer Support Representative know you want help and, if you can't tell us in that way:

- (a) write or email your request to an address in clause 10; or
- (b) contact us through your Representative— see clause 6; or
- (c) contact us via the National Relay Service on 133 677; or
- (d) contact us via the Translating & Interpreting Service on 131 450.

## 13 Receiving your complaint

We'll receive your complaint through any of the contact points in clause 10.

## 14 Our complaint management steps

We will use our best efforts to resolve your complaint on the first contact. If we can't do that, the steps in the following clauses apply.

## 15 Acknowledgement of your complaint

- (a) If you make a complaint in person or by telephone to a Customer Support Representative, we'll acknowledge it immediately in writing or verbally.
- (b) If you make a complaint by email, or online, or by post, we'll acknowledge it in writing or verbally, within two working days of receiving it.
- (c) When we acknowledge your complaint, we'll allocate it a unique identifier – a case ID - and advise you of the note ID complaint number. We'll also give you instructions about how to monitor the complaint.

## 16 Initial assessment of your complaint

On initial assessment, a Customer Support Representative will:

- (a) identify and flag it if it is an urgent complaint – see clause 17;

- (b) categorise it according to our internal complaints and classification process – see clause 35
- (c) identify and flag complaints about billing errors – see clause 24;
- (d) assess whether it can be resolved without further investigation

And if so skip to:

(i) clause 22 (for non-urgent complaints) or

(ii) clause 23 (for urgent complaints).

## 17 How we identify urgent complaints

Your complaint is identified as urgent if:

- (a) you have applied for or have been accepted as being in financial hardship under our Financial Hardship Policy and the subject matter of your complaint may directly contribute to or aggravate your financial hardship; 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 Support Representatives are trained to watch for these factors and must flag a complaint as urgent if any of them are seen to apply.

## 18 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 the 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.
- (d) Remaining complaints prioritised oldest to most recent.

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.

## 19 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 five working days we'll advise you about:
  - (i) our internal prioritisation process – see clause 18;
  - (ii) our internal escalation process – see clause 29; and
  - (iii) options for external dispute resolution, including the TIO – see clauses 30 and 40.
- (b) If you tell us that you would like the complaint to be given priority or to be escalated, within five working days we will assess the complaint in accordance with our internal prioritisation process or internal escalation process, whichever is relevant, and prioritise or escalate it where appropriate.

## 20 Request for Urgency

- (a) If you reasonably notify us that you want your complaint to be assessed and treated as urgent, within two working days we'll advise you about:
  - (i) our internal prioritisation process – see clause 18;
  - (ii) our internal escalation process – see clause 29; and
  - (iii) options for external dispute resolution, including the TIO – see clauses 30 and 40.

- (b) If you then indicate to us that you would like the complaint to be given priority or be escalated, within five working days, we will 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.

## 21 Investigation of your complaint

In investigating a complaint, a Customer Support Representative 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.

## 22 Our response and proposed solution

- (a) We'll offer a solution for your complaint within 15 working days of receiving it unless a delay prevents that – see clause 31 and clause 23 regarding urgent complaints.
- (b) We'll confirm that offer in writing, within five working days after you ask us to.

## 23 Handling urgent complaints & how they are different from ordinary complaints

An urgent complaint will generally be handled 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 31) and we'll confirm that in writing, within five working days after you ask us to.

## 24 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 40 calendar days, whichever occurs first.

## 25 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 27.

## 26 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 22.



- (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.

## **27 Implementing an agreed solution**

We'll fully action a solution within 10 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 23 applies.

## **28 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 32; or
- (d) we have completed the Unreasonable Complaint Procedure in clause 33; or
- (e) we have completed the Lost Contact Procedure in clause 34.

## **29 Internal escalation process**

- (a) Your complaint will be escalated 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 its processing already meets the applicable standards and is within the permitted maximum response times.
- (d) A complaint will be automatically escalated if:
  - (i) a maximum response time has been exceeded;
  - (ii) it becomes urgent;
  - (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 Support Representative, who will assess the reason/s for the escalation and the best way to respond to them, and direct action accordingly.

## **30 The process where a complaint is referred to the TIO for external resolution**

- (a) You may refer a complaint to the TIO after we have been given a reasonable opportunity to resolve it

- (b) The TIO can be contacted:
  - (i) through its website at [www.tio.com.au](http://www.tio.com.au);
  - (ii) by phone on 1800 062 058;
  - (iii) by writing to PO Box 276, Collins Street West Vic 8007;
  - (ii) through the National Relay Service – call on 1800 555 677 then ask for 1800 062 058;
  - (i) by faxing a consumer complaint form (see [https://www.tio.com.au/\\_data/assets/pdf\\_file/0006/9195/TIO-consumer-complaint-form-Feb-2016.pdf](https://www.tio.com.au/_data/assets/pdf_file/0006/9195/TIO-consumer-complaint-form-Feb-2016.pdf)) to 1800 630 614; or
  - (ii) by emailing the consumer complaint form to [tio@tio.com.au](mailto:tio@tio.com.au).
- (c) 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 mater by the account holder; and
  - (ii) your complaint less than two years old (or between two and six years old, if you have a good reason for not making it before).
- (d) If TIO accepts your complaint, it will process it according to its current procedures

### 31 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 your complaint, 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 a resolution to require more than 10 more working days, after the end of the ‘Relevant Period’ of you options for external dispute resolution including the TIO (except if the delay is because of a notified mass outage of service).

The ‘Relevant Period’ is:

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 40 calendar days, whichever occurs first
an urgent complaint	within two working days of receipt
any other complaint	within 15 working days of receipt

### 32 Unsatisfactory Outcome Procedure

- (a) Within five working days 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 29 (to the extent that you haven't already availed yourself of it); and
    - (v) your options for external dispute resolution, including the TIO – see clauses 30 and 40.
- (b) If you then indicate to us that you would like the complaint to be given priority or be escalated, we will, within five working days assess the complaint in accordance with our internal prioritise or escalation process (as relevant) and prioritise or escalate it where appropriate.
- (c) Unless you avail yourself of any remaining internal escalation or prioritisation process, we may then close your complaint under the Complaint Closing Rules.

### 33 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 your options for external dispute resolution, including the TIO – see clauses 29 and 39.
- (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 your options for external resolution, we'll provide them within five working days – see clauses 30 and 40.

### 34 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 10 day periodWe'll 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 10 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.

### 35 Classifying Complaints

- (a) Complaints will be categorised as per Appendix A. Each category has been titled to clearly describe the kinds of complaints covered.
- (b) The Customer Support Representative that first deals with a complaint after we receive it must classify it.

- (c) Where, in the course of dealing with a complaint, a Customer Support Representative 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.

## **36 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.

## **37 Charges for using our complaints process**

Our complaints process is free to use.

## **38 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

## **39 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.

## **40 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 30;
- (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](http://www.accc.gov.au);
- (d) for Telecommunications Consumer Protections Code matters, the Australian Communications & Media Authority (ACMA) – [www.acma.gov.au](http://www.acma.gov.au);
- (e) for privacy issues, the Office of the Australian Information Commissioner (OAIC) – [www.oaic.gov.au](http://www.oaic.gov.au).

## **41 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 the 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 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 35 (Appendix A)

## 42 Process: Helping customers 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 Support Representative 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) 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.
- (d) 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.
- (e) Formulating a complaint
  - (i) 'formulating' means to express something in a meaningful, orderly and accurate way.
  - (ii) The Customer Support Representative should talk to, and listen to, the customer to identify what they are complaining about, and why.
  - (iii) The Customer Support Representative should then prepare a written statement (Draft Complaint) that clearly states the complaint as they understand it.
  - (iv) The Customer Support Representative 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 Support Representative should do so.
  - (vi) If the customer wishes the Draft Complaint to be amended, the Customer Support Representative should do so.
  - (vii) If the customer approves a Draft Complaint, the Customer Support Representative should email the approved version to the customer, clearly identifying it as the approved version.
  - (viii) The complaint is now 'formulated'.
- (f) Making a complaint
  - (i) 'Making a complaint' means to register it in our complaint handling system.
  - (ii) The Customer Support Representative should ask the customer to confirm that they want the complaint to be registered in our complaint handling system.
  - (iii) If the customer responds affirmatively, the Customer Support Representative 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'.

- (g) 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 Support Representative should:
    - (A) advise the customer to contact Customer Support if they wish to do any of those things; and
    - (B) make a clear and prominent note that the complaint is subject to 'Special Assistance'.
  - (iii) Whenever that customer contacts any Customer Support Representative seeking to progress their complaint, the Customer Support Representative 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.
- (h) Nothing in this process implies that a customer may require Customer Support 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.
- (i) 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.
- (j) This process may overlap and interact with the processes in clauses 43, 44 and/or 45. Customer Support Representative should use discretion and common sense where this occurs e.g. 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 42(e) – 'Formulating a complaint'.

#### 43 Process: helping customers with accessibility requirements or disabilities

TIO has published guidance on responding to consumers with different needs (including customers with accessibility requirements or disabilities):

<https://www.tio.com.au/guidance-notes/responding-to-consumers-with-different-needs>

We endorse this and require all Customer Support Representatives and other staff involved in complaint handling.

- (a) Step 1: *Understanding the guidance*  
Read and understand the guidance. Discuss with your supervisor if an aspect is unclear
- (b) Step 2: *Action steps*  
Each statement regarding dealing with relevant customers and their complaints is to be considered and actioned as appropriate, in the course of those dealings.

#### 44 Process: Helping customers from non-English speaking backgrounds

TIO has published guidance on responding to consumers with different needs (including customers from non-English speaking backgrounds):

<https://www.tio.com.au/guidance-notes/responding-to-consumers-with-different-needs>

We endorse this and require all Customer Support Representatives and other staff involved in complaint handling:

- (a) Step 1: *Understanding the guidance*  
Read and understand the guidance. Discuss with your supervisor if an aspect is unclear
- (b) Step 2: *Action steps*  
Each statement regarding dealing with relevant customers and their complaints is to be considered and actioned as appropriate, in the course of those dealings.

#### 45 Process: helping customers suffering financial hardship

Our Financial Hardship Policy fully details how we deal with and help customers suffering financial hardship. It details the steps we go through in receiving, processing and finalising a financial hardship application. A copy of our Financial Hardship Policy is available on our website. We require that all staff involved in complaint handling:

*Step 1: Understanding the Policy*

Read and understand the Financial Hardship Policy. Discuss with your Supervisor if any aspect isn't clear

*Step 2: Action steps*

Each numbered paragraph in the Financial Hardship 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 Financial Hardship Policy should be followed in order. Where a step needs to be undertaken by a customer, assist them to do so.

**46 Complaint records we'll keep**

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

- (a) your name and contact details and your representative where applicable;
- (b) a unique identifier (e.g. a note ID) 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 propose 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.

**47 Privacy**

We will ensure that the 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.

**Appendix A 1 – Complaint Classifications:**

Billing/Invoice	Customer Service	Fault	Sales	Service provision and delivery
Payments/recharge	Poor service	Calls	Plan inclusions	Activation
Charges dispute	Issue not resolved	SMS/MMS	Advertising/promotions	Port in issue

Data dispute		Data	Terms and Conditions/policy	Port out issue
Compensation wanted		Network outage	App/website	