

AUSTRALIAN  
COMMUNICATIONS  
INDUSTRY FORUM



INDUSTRY CODE

ACIF C609:2007

PRIORITY ASSISTANCE FOR LIFE THREATENING  
MEDICAL CONDITIONS

## **ACIF C609:2007 Priority Assistance for Life Threatening Medical Conditions Industry Code**

First published as ACIF C609:2003

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## **EXPLANATORY STATEMENT**

### **Background**

This is the Explanatory Statement for the ACIF C609:2007 **Priority Assistance for Life Threatening Medical Conditions** Industry Code (the Code).

The Code seeks to put in place consistent industry wide arrangements for the provision of priority services for residential Customers (or an individual in their household) who have a diagnosed life threatening medical condition.

On 17 June 2002, the Minister for Communications, Information Technology and the Arts (the Minister) approved Telstra's Priority Assistance for Individuals Policy. The policy provides a specific level of service to Telstra's customers who have a diagnosed life threatening medical condition. Telstra's policy was developed in response to licence conditions introduced on Telstra by the Government in May 2002.

Priority Assistance ensures:

- (a) faster connection of a nominated STS;
- (b) greater reliability of this nominated STS; and
- (c) faster fault rectification where there is no working or functional telephone service at a Customer's residence.

The Code establishes the minimum standards for the provision of Priority Assistance, including:

- (a) the offering by Suppliers to their Customers; and
- (b) the offering by Underlying Carriers on a resale basis to Suppliers.

The Code also sets minimum standards, regarding information provided to Customers for Suppliers who do not offer Priority Assistance.

### **Current Regulatory Arrangements**

Telstra is required to offer Priority Assistance to its residential retail customers under the terms of its Carrier Licence Conditions. This requirement was introduced by the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)*, which came into effect on 15 May 2002 (the Licence Condition).

There are currently no regulatory obligations on providers other than Telstra that require the offering of Priority Assistance to Customers. In addition, there are no regulatory obligations which require Telstra to offer Priority Assistance on a resale basis.

### **How this Code Builds on and Enhances the Current Regulatory Protection**

The Minister has taken a firm view that, in the interest of consumers, the industry should establish consistent standards of practice, wherever possible, between providers who offer Priority Assistance. This Code has been developed to ensure that such consistent minimum standards apply across the industry.

Therefore, to a large extent, the Code extends requirements currently applying to Telstra to all Suppliers who choose to offer Priority Assistance.

It should be noted that the Code does not require Suppliers to offer Priority Assistance but requires those Suppliers who choose to offer Priority Assistance to meet minimum industry standards. The Code also sets minimum standards for those Suppliers who choose not to offer Priority Assistance.

## **What the Code Will Accomplish**

The Code will ensure that all Suppliers abide by a standard set of rules in relation to the way they provide their Customers with Priority Assistance.

The Code ensures that Customers who receive Priority Assistance from any provider will receive a consistent level of service. This includes the following key aspects of Priority Assistance:

- the timeframes for Priority Assistance connection and fault repair and provision of an Interim Service;
- the levels of service reliability;
- the information provided by Suppliers about Priority Assistance; and
- processes for complaint or redress.

Importantly, the Code also establishes standard Eligibility Criteria for identifying Customers with a diagnosed life threatening medical condition. All Suppliers offering Priority Assistance will be required to adopt the standard criteria. The criteria were developed by the Department of Health and Ageing under the leadership of the Chief Medical Officer.

The Code supports the principle that a Customer who receives Priority Assistance will receive the highest level of service practicably available from the Supplier at that point in time. The Code recognises, however, that there may be circumstances beyond a Supplier's control which limit the Supplier's ability to meet its Priority Assistance obligations. The Code requires such Suppliers to continue to make reasonable endeavours to ensure that their obligations can be met.

The Code ensures that Suppliers who do not offer Priority Assistance will be required to inform Customers and prospective Customers of this fact.

In addition to setting rules for the arrangements between Suppliers and their Customers, the Code also sets minimum standards for inter-provider arrangements. This ensures that both resale and directly connected Customers have equitable levels of Priority Assistance across the industry.

## **How the Objectives will be Achieved**

It is anticipated that all Suppliers who offer Priority Assistance will comply with the Code, either as Code signatories or via code registration by the Australian Communications and Media Authority (ACMA) (formerly the Australian Communications Authority - ACA).

Upon registration of the Code, all participants in the relevant sections of the industry must comply with the Code and will result in these participants being subject to ACMA's safety-net enforcement powers under Part 6 of the *Telecommunications Act 1997* (the Act). ACMA may use such powers where it is satisfied that a participant in a relevant section of the industry is breaching or has breached the Code.

## **Anticipated Benefits to Consumers**

Consumer benefits will arise from the adherence by Suppliers to minimum standards of Priority Assistance, over and above the statutory requirements imposed on Telstra.

These benefits will include a level of certainty that Customer needs in relation to diagnosed life threatening medical conditions will be met according to standard industry rules.

Registration of the Code by ACMA will ensure that all Suppliers who fall within the relevant sections of the industry as set out in section 110 of the Act can be directed to

comply with the Code, whether or not the Supplier has chosen to adopt it voluntarily through the ACIF process. This uniformity will benefit Customers who can be reasonably sure, when choosing a telecommunications provider, that Priority Assistance, if offered, will be provided in accordance with industry standards.

Customers must be made aware of whether a Supplier offers Priority Assistance and must be provided with information about the Priority Assistance services available. These information provisions will ensure that Customers are made fully aware of the Priority Assistance offering of a chosen Supplier, including those Suppliers who do not offer Priority Assistance.

The Code requires Suppliers to provide Priority Assistance to eligible Customers where the Customer or a member of their household has been diagnosed with a life threatening medical condition. Therefore, the Code will not only benefit Customers of Suppliers offering Priority Assistance but the Australian population in general.

### **Benefits to Industry**

This Code will provide the following benefits to the Australian telecommunications industry:

- (a) the provision of easily understood rules, providing a level of certainty regarding the provision of Priority Assistance for Suppliers, their Customers and the telecommunications industry as a whole;
- (b) the facilitation of efficient and effective processes between Suppliers and Underlying Carriers which provides a level of certainty in the provision of Priority Assistance;
- (c) a reduction in the risk of negative incidents for consumers and hence a level of certainty and confidence for Suppliers;
- (d) a reduction in the promulgation of specific legislative requirements in relation to the provision of Priority Assistance due to the increased role of the self-regulatory process;
- (e) a fostering of consumer confidence that the special needs associated with life threatening medical conditions are being met by the telecommunications industry; and
- (f) registration of the Code will ensure that all participants in the relevant sections of the industry operate on an equal footing in relation to the provision of Priority Assistance since the Code will effectively have the weight of law.

### **Costs to Industry**

The costs to the Australian telecommunications industry arising from this Code are likely to be moderate relative to other ACIF Codes. These costs will include the initial establishment of, or changes to, systems, processes and staff training.

The social benefits of supplying Priority Assistance far outweigh any costs incurred by the industry.

### **Code Revision in 2006**

Following a request by the Minister, the ACA conducted a review of Telstra's Priority Assistance arrangements during 2004. The ACA's final report to the Minister made a number of findings and recommendations, including:

- a recommendation that the Code requirement for a Priority Assistance Customer to confirm their Priority Assistance eligibility be changed from occurring every 12 months to every three years; and

- a recommendation that, when the Code is reviewed, consideration be given to the timeframes for the gaining and releasing service providers to process connections for Priority Assistance customers.

In line with ACA recommendations to the Minister, the Working Committee has revised the Code so that a Customer's eligibility for Priority Assistance status must be confirmed only every three years, in line with Telstra's revised Priority Assistance for Individuals Policy, which also was amended to change the period for eligibility confirmation from one to three years.

The Working Committee also considered whether reduced timeframes should apply for Priority Customers in Connect Outstanding situations. Because of processes that Suppliers must follow in those situations, it is not possible to require a further reduction in that Code's timeframes. Instead, the Code has a new rule requiring a Supplier to ask the Priority Customer if they have access to and agree to use an Alternative Service. If not, the new Supplier must offer an Interim Service to that Customer.

The Working Committee was charged with terms of reference including the following:

"to review the Code [ACIF C609:2003] and, if necessary, revise the Code to ensure it supports the provision of a Priority Assistance service, regardless of access technology, and in particular,

- where ULLS supports the provision of the STS; and
- where VoIP supports the provision of the STS".

Where a Priority Assistance service is unworkable due to a fault on the ULLS, the Code has been amended to provide that Suppliers and Underlying Carriers will supply an Interim Service to Provisional Priority Customers and Priority Customers until the fault is rectified. The Code does not, however, provide specific fault restoration timeframes in these circumstances.

In addition, the Code now requires ULLS providers to comply with the ULLS reliability standards in ACIF G572 **Unconditioned Local Loop Service Fault Management** Industry Guideline. The service reliability threshold included in the ULLS Guideline is higher than that specified for non-ULLS Priority Customers.

In November 2005, the Department of Communications, Information Technology and the Arts reported to the Minister on the Policy and Regulation relating to Voice over IP (VoIP) Services. Recommendation 27 of that report asked ACIF to review and, as necessary, amend its documents for VoIP services.

One of the Terms of Reference for the Working Committee, therefore, was to assess VoIP in the context of Priority Assistance. As the Minister's report suggests, the services provided by some VoIP providers would be considered a STS. The outcome of these considerations, therefore, was that where a VoIP provider offers a STS, then It is bound by the obligations of this Code, in that the VoIP provider must either offer a Priority Assistance service or advise its Customers that it does not do so.

The Working Committee's view is that VoIP providers when considering whether to offer Priority Assistance should give due consideration to the reliability of their service and whether it is fit for purpose to be used as a primary telephone service for individuals with life threatening medical conditions and particularly the ACIF publication, *What you should tell your customers about their Internet Telephony/VoIP Service*.

Other changes made by the Working Committee include:

- clarification of when a Customer is eligible for Priority Assistance;

- clarification of the queries a Supplier should make to determine if a Customer's existing service is suitable to be used as an Alternative Service; and
- clarification of the provisions relating to Interim and Alternative Services.

Myra Pincott

Chair

**OCRP/WC40 : Priority Assistance** Working Committee

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# 1 INTRODUCTION AND REGISTRATION WITH ACMA

## 1.1 Introduction

- 1.1.1 Section 112 of the *Telecommunications Act 1997* sets out the intention of the Commonwealth Parliament that bodies or associations in the telecommunications industry develop industry codes relating to the telecommunications activities of those industry participants.
- 1.1.2 The development of the Code has been facilitated by Communications Alliance through a Working Committee comprised of representatives from the telecommunications industry and consumer groups.
- 1.1.3 The Code should be read in the context of other relevant Codes and Guidelines, including the ACIF C541:2006 **Credit Management** Industry Code, ACIF C547:2004 **Complaint Handling** Industry Code, ACIF C617:2005 **Connect Outstanding** Industry Code and ACIF G586:2006 **Disability Matters: Access to Communication Technologies for People with Disabilities and Older People** Industry Guideline.
- 1.1.4 The Code should be read in conjunction with related legislation and documents, including:
- (a) the *Telecommunications Act 1997*;
  - (b) the *Telecommunications (Consumer Protection and Service Standards) Act 1999*;
  - (c) the *Trade Practices Act 1974*;
  - (d) the *Privacy Act 1988* including its National Privacy Principles;
  - (e) *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)*; and
  - (f) *Telstra Priority Assistance for Individuals Policy*.
- 1.1.5 If there is a conflict between the requirements of the Code and any legislative requirements imposed on an Underlying Carrier or Supplier, the Underlying Carrier or Supplier will not be in breach of this Code by complying with such legislative requirements.
- 1.1.6 Statements in boxed text are a guide to interpretation only and not binding as Code rules.

## 1.2 Registration with ACMA

The Code is to be submitted to the Australian Communications and Media Authority for registration pursuant to section 117 of the *Telecommunications Act 1997 (Cth)*.

## 1.3 Code review

Review of the Code will be conducted after five years of the Code being registered by the Australian Communications and Media Authority.

## 2 SCOPE AND OBJECTIVES

### 2.1 Purpose

2.1.1 The Code seeks to:

- (a) describe minimum requirements for the supply of Priority Assistance to Customers;
- (b) describe minimum requirements to be complied with by Underlying Carriers supplying or offering to supply Priority Assistance to Suppliers; and
- (c) ensure that all Suppliers provide Customers with information about whether they offer Priority Assistance.

2.1.2 Priority Assistance relates to:

- (a) connection of a nominated STS;
- (b) reliability of this STS; and
- (c) fault rectification where there is no working or functional telephone service at a Customer's residence.

### 2.2 Scope

2.2.1 The Code applies to the following sections of the telecommunications industry under section 110 of the Act:

- (a) CSPs; and
- (b) Carriers.

2.2.2 The Code does not apply to:

- (a) the provision of a Secondary Service or the provision of any enhanced call handling features or associated products on the first STS;
- (b) the provision of Priority Assistance by Telstra as a Supplier to its residential Customers, as this is subject to the *Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)*;
- (c) any liability that may arise out of the provision or failure to provide Priority Assistance;
- (d) the quantum of charges that may apply to the provision of Priority Assistance;
- (e) customer equipment that is not provided by the Supplier;
- (f) mobile telephone services supplied by public mobile telecommunications carriers unless mobile telephone services are used as an Alternative or Interim Service;
- (g) provision of services to non-residential Customers; and
- (h) specific fault restoration timeframes in situations where a Priority Assistance service is unworkable due to a fault on the ULLS.

## 2.3 Objectives

The objectives of the Code are to:

- (a) promote consistent industry arrangements for maximising STS continuity to those individuals who by reason of a diagnosed, life threatening medical condition are at the risk of suffering a rapid, life threatening deterioration in their condition;
- (b) promote consistent industry arrangements for identifying and maintaining Priority Customers; and
- (c) ensure that people are informed of the eligibility requirements for Priority Assistance.

## 2.4 Principles

- 2.4.1 Suppliers offering Priority Assistance must ensure that the highest level of service practically available at the time is given to Provisional Priority Customers or Priority Customers.

|  |
|--|
| <p><i>NOTE: These Customers may require their telephone to access emergency medical treatment or advice in the event of a rapid, life threatening deterioration in their medical condition, with a view to increasing their chances of survival.</i></p> |
|--|

- 2.4.2 Where connection of a STS has been requested at a residence of a Provisional Priority Customer or Priority Customer where there is no existing STS, that connection must attract the highest level of service practicably available at that time.
- 2.4.3 Where all STS supplied to and solely for use at the place of residence of a Provisional Priority Customer or Priority Customer are Inoperative, fault rectification, to make operative at least one STS, must attract the highest level of service practicably available at that time.
- 2.4.4 Interim Services must be offered to Provisional Priority Customers or Priority Customers where the timeframes cannot be met for connection or fault rectification unless the Customer agrees that they can use an Alternative Service.
- 2.4.5 Provisional Priority Customers or Priority Customers must receive the highest level of service reliability practically available at that time.
- 2.4.6 Suppliers offering Priority Assistance must have in place appropriate processes for managing assessment of Customers seeking Priority Assistance and these processes must be transparent and straightforward.
- 2.4.7 Suppliers offering Priority Assistance must provide information about Priority Assistance to their Customers.
- 2.4.8 Suppliers not offering Priority Assistance must inform their Customers that they do not offer Priority Assistance.
- 2.4.9 Suppliers must ensure that Priority Customers and Provisional Priority Customers are able to reach emergency call services by dialing emergency service numbers "000" and "106", including in the event of credit management.

- 2.4.10 Any wholesale Priority Assistance must be offered on terms and conditions that facilitate the resale of Priority Assistance.

### 3 ACRONYMS, DEFINITIONS AND INTERPRETATIONS

#### 3.1 Acronyms

For the purposes of the Code, the following acronyms apply:

|             |   |
|-------------|---|
| <b>ACMA</b> | Australian Communications and Media Authority |
| <b>ACIF</b> | Australian Communications Industry Forum      |
| <b>CSP</b>  | Carriage Service Provider                     |
| <b>PMTS</b> | Public Mobile Telecommunications Service      |
| <b>STS</b>  | Standard Telephone Service                    |
| <b>ULLS</b> | Unconditioned Local Loop Service              |

#### 3.2 Definitions

For the purposes of the Code, the following definitions apply:

**Act**

means the *Telecommunications Act 1997 (Cth)*.

**Access Provider**

means a Carrier or CSP who supplies declared services to Access Seekers under Part XIC of the *Trade Practices Act 1974 (Cth)*.

**Access Seeker**

has the meaning set out in s.152AG of the *Trade Practices Act 1974 (Cth)*.

**Alternative Service**

means an existing service that the Customer elects to use in place of an Interim Service.

*NOTE: An example of an Alternative Service is a Customer-chosen solution such as the Customer's existing mobile telephone service.*

**Business Day**

means any day from Monday to Friday (inclusive) other than a day which is gazetted or otherwise declared or made a public holiday in any State of Australia and the Australian Capital Territory and the Northern Territory.

**Business Hours**

means the hours between 8:30am to 5:00pm on any Business Day.

**Carriage Service Provider**

has the same meaning as section 87 of the Act and is the party who has a direct contractual relationship with the Customer for the provision of a STS.

**Carrier**

has the meaning as given in section 7 of the Act.

**Connect Outstanding**

means the reuse of an existing STS by a new occupant where the previous occupant's STS has not been cancelled.

**Customer**

means the person who has the direct contractual relationship with the Supplier.

**Disconnection**

means the termination of a contract for a service. Disconnect and Disconnected have corresponding meaning.

**Eligibility Criteria**

means the criteria in the indicative list of eligible medical conditions as set out in Appendix A to this Code.

**Enhanced Call Handling Features**

means features that provide additional functionality to the STS.

*For example, call waiting, call forwarding and call barring.*

**Inoperative**

in relation to a STS means:

- (a) an absence of dial tone or ring tone;
- (b) an inability to make or receive calls (unless the service provided to the Customer requires restriction e.g., Customer or CSP initiated barring);
- (c) disruption to communications because of excessive noise levels;
- (d) repetition of service cut off; or
- (e) another condition that makes the service wholly or substantially unusable.

**Interim Service**

means a service that is provided by the Supplier that provides a Customer with:

- (a) a service for voice telephony; or
- (b) a service equivalent to a service for voice telephony where voice telephony is not practical for a Customer with a disability

which meets the any-to-any connectivity test and may or may not include at the Underlying Carrier's or Supplier's discretion a data capability or any enhanced call handling feature.

*NOTE: This discretion does not remove the Supplier's obligation to provide a service that is equivalent to voice telephony for a Customer with a disability.*

*The any-to-any connectivity test is set out in s. 6(2) of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth).*

**Priority Assistance**

means the provision of the highest level of service practically available at that time supplied to Provisional Priority Customers and Priority Customers in relation to new connections, fault repairs and service reliability of the STS at the Provisional Priority Customer's or Priority Customer's place of residence.

**Priority Assistance Application Form**

means an application form that is provided to a Provisional Priority Customer by the Supplier that meets the minimum information requirements specified in Appendix B.

**Priority Customer**

means a residential Customer who satisfies the Eligibility Criteria.

**Provisional Priority Customer**

means a Customer who has advised their Supplier that they, or a member of their household, suffer from a diagnosed life threatening medical condition and believe that they are eligible according to the Eligibility Criteria and wish to become a Priority Customer, but has not had their Priority Customer status confirmed to the Supplier.

**Public Mobile Telecommunications Service**

has the meaning as given in section 32 of the Act.

**Remote**

means a township or community grouping of less than 200 people or a township or community grouping outside a standard zone.

**Request for Continuance of Priority Assistance Form**

means an application form that is provided to an existing Priority Customer by the Supplier to continue the Customer's Priority Assistance status and that meets the minimum information requirements specified in Appendix B.

**Rural**

means a township or community grouping of 200 or more people but less than 10,000 within a standard zone.

**Secondary Service**

means a working STS that operates at the same place as another STS but does not include a situation where there are two STS at the same place that are being provided over the same copper pair.

**Standard Telephone Service**

has the meaning given by section 6 of the *Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)*, but does not include:

- (a) a PMTS; or
- (b) a service supplied to a business premises not used as or attached to a place of residence.



**Supplier**

means the CSP who has a direct contractual relationship with the Customer for the provision of a STS and who offers Priority Assistance.

**Unconditioned Local Loop Service**

means the use of unconditioned communications wire between the boundary of a telecommunications network at an end user's premises and a point on a telecommunications network that is a potential point of interconnection located at or associated with a customer access module and located on the end user side of the customer access module. The term ULLS can be taken as being both singular and plural.

**Underlying Carrier**

means a Carrier who provides STS services to a Supplier and is not in a direct contractual relationship with the Customer.

**Urban**

means a township or community grouping of 10,000 or more people.

**Valid Priority Assistance Application Form**

means a Priority Assistance Application Form where all details have been completed and the form has been signed by the applicant for Priority Assistance or a person authorised on their behalf.

**3.3 Interpretation**

In the Code, unless the contrary appears:

- (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (b) words in the singular include the plural and vice versa;
- (c) words importing persons include a body whether corporate, politic or otherwise; and
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, officers, employees, volunteers, agents and/or subcontractors (including but not limited to, persons taking by novation) and assigns.

## 4 PRIORITY ASSISTANCE FOR CUSTOMERS

### 4.1 Eligibility for Priority Assistance

- 4.1.1 Subject to clause 4.1.3, a Customer is eligible for Provisional Priority Assistance if they advise their Supplier that they, or a member of their household, suffer from a diagnosed life threatening medical condition and believe they are eligible according to the Eligibility Criteria.
- 4.1.2 Customers are eligible for Priority Assistance where a medical practitioner has certified that either the Customer or a member of their household meets the Eligibility Criteria that are listed in Appendix A.
- 4.1.3 A Customer is not eligible for Priority Assistance if they have a Secondary Service.
- 4.1.4 Where a Provisional Priority Customer, due to extenuating circumstances, is unable to access a medical practitioner to obtain medical certification, the Supplier must make alternative arrangements available to assist the Provisional Priority Customer, including providing the option of a statutory declaration.

*NOTE: Examples of extenuating circumstances include:*

- *Customers who are in isolated geographic areas;*
- *Customers in financial difficulty who are unable to afford a medical consultation; and*
- *Customers who, due to mobility restrictions, are unable visit a medical practitioner.*

*Other certification (in isolated geographical situations) could include a letter from medical, police or postmaster personnel that specified the requirement for the Customer to require Priority Assistance.*

- 4.1.5 Customers may request Priority Assistance status at any time, including but not limited to:
- (a) the time of a new connection;
  - (b) whilst they have an existing service; or
  - (c) the time when they have a fault.
- 4.1.6 Suppliers who receive a request for Priority Assistance must treat the Customer as a Provisional Priority Customer for a minimum of 42 calendar days from the time of request or until the Supplier confirms whether the Customer meets the Eligibility Criteria.
- 4.1.7 In the event that a Provisional Priority Customer does not demonstrate their eligibility to their Supplier within 42 calendar days, the Supplier may:
- (a) withdraw Provisional Priority Customer status; and
  - (b) impose a cost recovery charge on the Provisional Priority Customer.

*NOTE: Charges may apply to those Customers who have clearly misrepresented their circumstances or who have sought to misuse or abuse the Priority Assistance offering of the Supplier.*

## **4.2 Priority Assistance - Connections**

- 4.2.1 Connection of Priority Assistance service levels apply when a Provisional Priority Customer or a Priority Customer requests a STS from a Supplier that offers Priority Assistance where:
- (a) there is no existing STS supplied by that or other Suppliers to that Provisional Priority Customer or Priority Customer at that location; or
  - (b) there is no working Alternative Service which the Customer confirms will meet their Priority Assistance requirements.
- 4.2.2 Unless there are circumstances beyond the Supplier's control, the Supplier must use reasonable endeavours to connect the first STS for a Provisional Priority Customer or Priority Customer with the highest level of service practically available but no later than:
- (a) 24 hours of the Provisional Priority Customer's or Priority Customer's request in Urban and Rural areas; and
  - (b) 48 hours of the Provisional Priority Customer's or Priority Customer's request in Remote areas.
- 4.2.3 Any requests for a connection of Priority Assistance service received after 5pm will be deemed as having been received at 8:30am the following Business Day.

## **4.3 Connect Outstanding Connections**

- 4.3.1 In a Connect Outstanding situation, the only actions required of the Supplier under this Code are contained or referred to in this section.
- 4.3.2 The Supplier must ask the Provisional Priority Customer or Priority Assistance Customer if they are willing to use an Alternative Service in accordance with section 4.5. If they do not agree to use an Alternative Service, the Supplier must offer the Customer an Interim Service in accordance with section 4.6.
- 4.3.3 Where the Customer accepts the offer of an Interim Service, the Supplier must provide the Service in accordance with section 4.6.

## **4.4 Priority Assistance - Fault Rectification**

Unless there are circumstances beyond the Supplier's control, where an individual reports to a Supplier that a Priority Assistance service is Inoperative, the Supplier must use reasonable endeavours to rectify the fault to ensure that there is at least one working service at the place of residence with the highest level of service practicably available, but no later than:

- (a) 24 hours of a Customer's request in Urban and Rural Areas; and
- (b) 48 hours of a Customer's request in Remote Areas.

## 4.5 Priority Assistance - Alternative Services

- 4.5.1 Where a Supplier identifies that it cannot connect a STS or rectify a fault within the timeframes specified in clause 4.2.2 or section 4.4, the Supplier must ascertain whether the Customer or member of the household who is eligible for Priority Assistance has access to and agrees to use an Alternative Service.

*NOTE: In ascertaining the above, the following questions could be asked:*

- *Is the Alternative Service, including incoming calls, available to the person with the life threatening medical condition at their residence?*
- *Is the person with the life threatening medical condition able to provide a physical location if asked?*
- *Is the Alternative Service appropriate to meet the needs of the person with the life threatening medical condition?*
- *Do you agree to use the Alternative Service to access any required emergency services or medical assistance?*

- 4.5.2 A Supplier is not required to provide an Interim Service to a Customer who agrees that the member of their household with the Priority Assistance eligibility has an Alternative Service that can be used at any time to access emergency services or medical assistance.

## 4.6 Priority Assistance – Interim Services

- 4.6.1 Where:
- (a) the Supplier identifies that it cannot connect a service or rectify a fault within the timeframes specified in clause 4.2.2 or section 4.4; and
  - (b) the Customer has not agreed to use an Alternative Service, then, unless the Supplier is prevented from doing so by circumstances beyond the Supplier's control, the Supplier must offer the Customer an Interim Service. For the purposes of clauses 4.6.1, 4.6.2 and 4.6.4 only, those circumstances listed in clause 4.9.2 will not be circumstances beyond the Supplier's control.
- 4.6.2 Where a Customer accepts an offer for an Interim Service, the Supplier must use reasonable endeavours to supply an Interim Service:
- (a) within 24 hours of the Customer's acceptance in Urban and Rural areas; or
  - (b) within 48 hours of the Customer's acceptance in Remote areas.
- 4.6.3 A Supplier may make arrangements to supply an Interim Service under clause 4.6.2 outside the required times where that is agreed by the Customer.
- 4.6.4 Where prevented from meeting the timeframes set out in clause 4.2.2 or section 4.4 by circumstances beyond the control of the

Supplier or Underlying Carrier as described in clause 4.9.1, the Interim Service must be supplied to the Customer as soon as practicable.

- 4.6.5 If the Customer elects to use an Alternative Service, the Supplier is not obliged to provide an Interim Service. For the avoidance of doubt, the obligations set out in this Code do not apply to the Customer's Alternative Service in this case.
- 4.6.6 Where an Interim Service is supplied, the Customer may be charged:
- (a) an access charge that does not exceed the charge normally charged for the Customer's STS; and
  - (b) call charges that do not exceed the call charges that normally apply for that type of service.

*NOTE: An example of the provision of an Interim Service is the provision of a terrestrial or satellite mobile telephone service (at mobile call rates or satellite call rates) to replace a STS.*

- 4.6.7 Where an Interim Service is supplied, the Customer must be informed of the charges for use of the Interim Service.
- 4.6.8 Where a Priority Customer has a disability and requires a service equivalent to voice telephony, then an Interim Service must be offered to the Customer with the highest level of service practically available.
- 4.6.9 For the purposes of clause 4.6.8, if it is not practicable to provide the Priority Customer with an Interim Service equivalent to voice telephony:
- (a) the Underlying Carrier or Supplier must inform the Customer that an Interim Service will not be available; and
  - (b) connect or rectify the service as soon as practicable.

## **4.7 Priority Assistance - Service Reliability**

- 4.7.1 Suppliers and Underlying Carriers must take reasonable steps to provide a STS with the highest level of service reliability requirements practically available at that time for Provisional Priority Customers and Priority Customers.

*NOTE: All parties to this Code acknowledge that Underlying Carriers do not and cannot guarantee the provision of continuous fault-free services and that nothing in this Code obliges Suppliers or Underlying Carriers to guarantee the provision of a continuous or fault-free service.*

- 4.7.2 A STS is deemed to meet service reliability requirements if less than two recurring or separate faults occur in the previous three month period and those faults cause the STS to be Inoperative.
- 4.7.3 On receipt of a request for Priority Assistance from a Customer, the Supplier must within five Business Days of receiving the request assess whether the STS meets the service reliability requirements as defined in clause 4.7.2.

- 4.7.4 If the STS is not meeting the service reliability requirements set out in clause 4.7.2, the Underlying Carrier and Supplier must both take reasonable steps to identify and rectify the underlying conditions contributing to the reduced reliability.
- 4.7.5 Where multiple services are supplied to a Provisional Priority Customer or a Priority Customer, the Underlying Carrier and the Supplier must use all reasonable endeavours to manage the provision of those services to maximise the reliability of the Priority Service to the highest level of service reliability practically available at that time.
- 4.7.6 Access Providers must comply with the ULLS reliability standards as per ACIF G572 **Unconditioned Local Loop Service Fault Management** Industry Guideline for Priority Customers.

#### **4.8 Credit Management and Barring**

A Supplier must ensure that a Provisional Priority Customer or Priority Customer is provided with access to the "000" and "106" emergency service numbers at all times whilst the Customer is subject to credit management action, but not after the STS has been Disconnected.

#### **4.9 Circumstances Beyond a Supplier's or Underlying Carrier's Control**

- 4.9.1 For the purposes of this Code, circumstances beyond the control of a Supplier or Underlying Carrier, may include, but are not limited to:
- (a) damage to a facility or interruption to services of the Underlying Carrier or Supplier that is not caused by the Underlying Carrier or Supplier, e.g. power outage;
  - (b) natural disasters or extreme weather conditions;
  - (c) a law of the Commonwealth, or of a State or Territory, that prevents an Underlying Carrier or Supplier from complying with this Code; and
  - (d) the inability of the Supplier or Underlying Carrier to connect a STS or rectify a fault or service difficulty because the Supplier or Underlying Carrier is unable to obtain lawful access to land or a facility,
- 4.9.2 Except as set out in clauses 4.6.1, 4.6.2 and 4.6.4, for the purposes of this Code, circumstances beyond the control of a Supplier or Underlying Carrier include:
- (a) connection of a STS to the extent that a Supplier or Underlying Carrier relies on an Access Provider to connect an ULLS; and
  - (b) a fault that occurs in an Access Provider's ULLS.
- 4.9.3 Where an Underlying Carrier seeks to rely on clause 4.9.1, it must advise relevant Suppliers within one Business Day of becoming aware that circumstances will affect its ability to supply or repair a STS within the relevant timeframes specified in this Code.

## 4.10 Information to Customers

- 4.10.1 Before acquiring a new Customer, or as soon as practicable after acquiring a new Customer, the Supplier must provide information about Priority Assistance to the Customer.
- 4.10.2 Suppliers must provide information about Priority Assistance to their existing Customers on an ongoing basis, but at least once in each period of two years.

*For example, at least one bill message or insert in a two year period.*

- 4.10.3 Suppliers must provide information about Priority Assistance on their internet site.
- 4.10.4 When providing information to Customers, Suppliers must provide information that, so far as practicable, is in simple and straightforward language and is readily understood by the target audience.
- 4.10.5 When asked by a Customer for information about Priority Assistance, the Supplier must give information to the Customer.

*NOTE: This information may include information about:*

- (a) the availability of the Supplier's Priority Assistance offering;*
- (b) what Priority Assistance entails;*
- (c) the process involved in becoming a Priority Customer; and*
- (d) the Priority Assistance Eligibility Criteria.*

- 4.10.6 Any CSP that offers a STS and does not offer Priority Assistance must advise all new and existing Customers that it does not provide Priority Assistance.
- 4.10.7 Any CSP that offers a STS and does not offer Priority Assistance must state on its internet site that it does not offer Priority Assistance.
- 4.10.8 On receipt of advice from a Customer that they require Priority Assistance, the Supplier must advise the Customer:
  - (a) that they will be treated as a Provisional Priority Customer for a minimum of 42 calendar days;
  - (b) that they will be sent a Priority Assistance Application Form (the minimum requirements for which are listed in Appendix B) within 14 calendar days which they must complete and return along with any required supporting documentation to the Supplier within 28 calendar days of receipt;
  - (c) whether the failure to provide a completed Priority Assistance Application Form within the required timeframe will result in their Priority Assistance status being withdrawn;
  - (d) of the circumstances under which the fees or charges may be levied, if any;
  - (e) that Priority Customers will be required to reapply every three years for Priority Assistance;

- (f) that Priority Customers will need to reapply for Priority Assistance each time they change Supplier;
  - (g) that Priority Assistance is available to those Customers who are diagnosed with a life threatening medical condition such as those listed in Appendix A; and
  - (h) that the Customer will need to inform the Supplier of any change in their circumstances that affects their eligibility for Priority Assistance.
- 4.10.9 Suppliers that are withdrawing a general offering of Priority Assistance must give no less than 30 calendar days notice directly to each individual Provisional Priority Customer and Priority Customer prior to its withdrawing the Priority Assistance offering.

#### **4.11 Privacy and Customer Contact**

- 4.11.1 Suppliers must only collect information that is necessary for the provision of Priority Assistance. Suppliers must not require medical practitioners to give any information regarding the Customer's medical condition, but should only require that the medical practitioner certifies that the individual's medical condition is covered by the Eligibility Criteria.
- 4.11.2 In accordance with the Privacy Act, Underlying Carriers and Suppliers must safely dispose of, and not record, any unnecessary health information that is inadvertently disclosed to them either by a medical practitioner or a Customer.
- 4.11.3 Suppliers must act in good faith at all times and must provide all assistance sought by Underlying Carriers. Where the Underlying Carrier reasonably believes it is necessary to contact the Supplier's Customers, it is permitted to do so only for the purposes of:
  - (a) rectifying faults;
  - (b) organising the connection for the Supplier;
  - (c) ensuring reliability of the service; or
  - (d) organising an Interim Service.

*NOTE: Suppliers are bound by privacy requirements in both Part 13 of the Act and the National Privacy Principles (NPPs) contained in the Privacy Act 1988. The NPPs have more stringent rules on the collection and use of what is called 'sensitive' information, which includes information about a person's health.*



## **5 PRIORITY ASSISTANCE PROCESS**

### **5.1 Handling of Initial Priority Assistance Request for Existing STS**

- 5.1.1 On receipt of advice from a Customer not relating to a connection or a fault, that they require Priority Assistance, the Supplier must:
- (a) ensure that the Customer is identified as a Provisional Priority Customer in its systems; and
  - (b) if it is not the Underlying Carrier, advise the Underlying Carrier by the end of the next Business Day after receipt of the request.
- 5.1.2 In notifying the Underlying Carrier, the Supplier must provide sufficient and accurate information about the request for Priority Assistance including but not limited to the information elements outlined in clause 5.10.2.
- 5.1.3 On receipt of advice from a Supplier that a Customer is a Provisional Priority Customer, the Underlying Carrier must update its systems to reflect this change of status within one Business Day of the request being received.
- 5.1.4 The Underlying Carrier must provide confirmation back to the Supplier that it has made this update within one Business Day of the system update being made.
- 5.1.5 An Underlying Carrier must not refuse any request by a Supplier to classify an eligible Customer as a Provisional Priority Customer.
- 5.1.6 Upon receipt of a Valid Priority Assistance Application Form, the Supplier must:
- (a) update its systems such that the Customer is flagged as a Priority Customer within five Business Days of receipt of the application; and
  - (b) where the Supplier is not the Underlying Carrier advise the Underlying Carrier by the end of the next Business Day after its systems are updated.
- 5.1.7 Within one Business Day of advice from the Supplier that the Customer is a Priority Customer, the Underlying Carrier must update its systems (if it has not already done so) to reflect the Priority Assistance status of the Customer.
- 5.1.8 The Underlying Carrier must confirm it has updated the Customer's status to Priority Customer within one Business Day of the Underlying Carrier updating its systems.

### **5.2 Supplier Request for Priority Connection**

- 5.2.1 Unless there are circumstances beyond the Underlying Carrier's control, the Underlying Carrier must use reasonable endeavours to connect the first STS for a Provisional Priority Customer or Priority Customer with the highest level of service practically available but no later than:

- (a) 24 hours of the Supplier's request in Urban and Rural areas;  
and
  - (b) 48 hours of the Supplier's request in Remote areas.
- 5.2.2 To assist the Underlying Carrier meet the requirements of clause 4.2.2, the Supplier must:
  - (a) provide the Underlying Carrier with the information set out in clause 5.10.2; and
  - (b) forward the request for Priority Assistance to the Underlying Carrier as a matter of urgency and in any case no longer than two Business Hours after the request is received.
- 5.2.3 The Underlying Carrier must notify the Supplier that the Provisional Priority Customer's or Priority Customer's service has been connected as soon as practicable but no longer than one Business Day after service connection.
- 5.2.4 If a Customer when making a request for connection specifies a date outside the time frame in clause 4.2.2, the Supplier may make arrangements with the Customer to connect the service on that date.
- 5.2.5 A Supplier must comply with agreed arrangements made under clause 5.2.4.

### **5.3 Disconnection of STS**

- 5.3.1 Priority Assistance must cease at the time of Disconnection unless it is a relocation where the Provisional Priority Customer or Priority Customer remains with the same Supplier.
- 5.3.2 The Underlying Carrier must remove Priority Assistance status from the STS each time a Provisional Priority Customer or Priority Customer changes Supplier.
- 5.3.3 Where a change of residential Customer has occurred, the Underlying Carrier must remove the Priority Assistance status unless advised by the Supplier that the Priority Assistance status should remain.

### **5.4 Supplier Request for Priority Fault Rectification**

- 5.4.1 Unless there are circumstances beyond the Supplier's control, where an individual reports to a Supplier that a Priority Assistance service is Inoperative, the Supplier must use reasonable endeavours to rectify the fault to ensure that there is at least one working service at the place of residence with the highest level of service practicably available, but no later than:
  - (a) 24 hours of a Customer's request in Urban and Rural Areas;  
and
  - (b) 48 hours of a Customer's request in Remote Areas.
- 5.4.2 A Supplier that provides Priority Assistance must immediately, or in any case within two Business Hours of recording a Customer's fault, report the fault to the Underlying Carrier to arrange priority restoration for the affected STS.

- 5.4.3 The Underlying Carrier on receipt of a fault report must:
- (a) allocate a unique fault identification number; and
  - (b) advise the Supplier as soon as practicable but no later than one Business Day after the fault has been rectified, so that they may contact the Customer and confirm that the fault has been rectified and that they have at least one working STS at their place of residence.
- 5.4.4 If a Customer when making a fault report specifies a date outside the time frame in clause 5.4.1, the Supplier may make arrangements with the Customer to rectify the service on that date.
- 5.4.5 A Supplier must comply with agreed arrangements made under clause 5.5.1.

## **5.5 Supplier Request for Interim Services**

- 5.5.1 A Supplier may make arrangements with an Underlying Carrier to provide an Interim Service directly to its Customers where the Supplier cannot connect a service or rectify a fault in accordance with the timeframes in clause 4.2.2 and section 4.4.
- 5.5.2 Where the Supplier makes arrangements with an Underlying Carrier to provide an Interim Service, the Underlying Carrier:
- (a) must offer to the Supplier alternatives for an Interim Service that may be provided to or arranged with the Customer; and
  - (b) must use reasonable endeavours to provide the Interim Service within:
    - (i) 24 hours in Urban and Rural areas; or
    - (ii) 48 hours in Remote areas.

## **5.6 Reliability of STS**

- 5.6.1 On receipt of a request for Priority Assistance from a Supplier, the Underlying Carrier must within five Business Days of receiving the request assess whether the STS meets the service reliability requirements as defined in clause 4.7.2.
- 5.6.2 In the case where the Underlying Carrier finds that a STS does not meet the service reliability requirements defined in clause 4.7.2, the Underlying Carrier must as soon as practicable:
- (a) notify the Supplier that the STS does not meet the reliability standard;
  - (b) advise the Supplier of its action plan to ensure that the STS is remediated to the highest level of service reliability practically available at that time;
  - (c) provide regular updates until the STS has been remediated; and

- (d) advise the Supplier when the STS has been remediated to the highest level of service reliability practically available at that time.
- 5.6.3 In the case where a Supplier determines that the STS does not meet the service reliability requirements set out in clause 4.7.2 and the Supplier is not the Underlying Carrier, the Supplier must advise the Underlying Carrier as soon as practicable.
- 5.6.4 Underlying Carriers must conduct regular reviews of the wholesale Priority Assistance they provide participating Suppliers to assist in the provision of services to Suppliers to the highest level of service reliability practically available at that time. Such reviews may take into account matters such as the incidence of faults on STS provided in respect of Provisional Priority Customers or Priority Customers.

## **5.7 Service Outages**

- 5.7.1 Underlying Carriers must take reasonable steps to minimise the disruption of service outages on the provision of services to Provisional Priority Customers or Priority Customers.
- 5.7.2 Where a service outage affects a Provisional Priority Customer or Priority Customer, the Underlying Carrier must advise affected Suppliers as soon as practicable but in any event within one Business Day of becoming aware of the outage.

## **5.8 Renewal and Maintenance of Priority Assistance Status**

- 5.8.1 Suppliers and Underlying Carriers offering Priority Assistance must ensure that their systems correctly maintain the Priority Assistance status of the Provisional Priority Customer or Priority Customer.
- 5.8.2 Where a Priority Customer notifies their Supplier that they wish to move address but continue receiving the STS from that Supplier, the Supplier must ensure that Priority Assistance status is maintained if the Provisional Priority Customer or Priority Customer is still eligible under section 4.1.
- 5.8.3 Suppliers must reconfirm the eligibility of a Priority Customer after three years of the commencement of their Priority Assistance status or their last renewal.
- 5.8.4 In reconfirming the eligibility of a Priority Customer, the Supplier must send a Request for Continuance of Priority Assistance Form to the Priority Customer at least 30 calendar days before the Customer's Priority Assistance status is due to expire.
- 5.8.5 Suppliers must process a response to the Request for Continuance of Priority Assistance Form (and any required supporting documentation) within 14 days of receipt from the Priority Customer, if the Priority Customer's response is provided to the address specified by the Supplier. If a Supplier has received a request but has not processed the request within 14 days, the Supplier must continue supplying the Priority Assistance to that Priority Customer until the processing of the request has been completed.

- 5.8.6 In the event that a Priority Customer does not return the Request for Continuance of Priority Assistance Form to the Supplier by the nominated date, the Supplier:
- (a) must make a reasonable attempt to contact the Customer; and
  - (b) may, if unsuccessful, declassify the Customer from being a Priority Customer not less than 30 calendar days after the Priority Assistance status is due to expire; and
  - (c) must advise the Underlying Carrier within five Business Days of the removal of the Customer's Priority Assistance status.
- 5.8.7 In its notification to the Underlying Carrier and in accordance with clause 5.8.6 (c) the Supplier must ensure sufficient and accurate information including but not limited to that specified in clause 5.10.2.
- 5.8.8 Unless otherwise agreed between the Underlying Carrier and Supplier, upon receipt of the notification described in clause 5.8.6 (c) the Underlying Carrier must update its systems within one Business Day and provide confirmation to the Supplier that this action has been taken. This advice must include the service number and a clear indication that this action has occurred.

## **5.9 Cancellation of Priority Assistance Status**

- 5.9.1 Where a Provisional Priority Customer or Priority Customer notifies their Supplier that they wish to cancel their Priority Assistance status, the Supplier must remove the status as soon as practicable.
- 5.9.2 Where the Supplier is not the Underlying Carrier, the Supplier must notify the Underlying Carrier by the end of the next Business Day that the Provisional Priority Customer's or Priority Customer's Priority Assistance status is no longer required.
- 5.9.3 On receipt of a request from a Supplier to remove a Customer's Priority Assistance status, the Underlying Carrier must remove the Provisional Priority Customer's or Priority Customer's Priority Assistance status and provide confirmation to the Supplier that the status has been removed by the end of the next Business Day.

## **5.10 Communication Methods and Information Transfer**

- 5.10.1 The minimum communications method between Suppliers and Underlying Carriers will be electronic or as otherwise agreed. This may include, but is not limited to, email or order management interfaces.
- 5.10.2 All notifications and responses must contain at least:
- (a) service number (if available);
  - (b) requesting Supplier;
  - (c) indication that the request is related to Priority Assistance; and
  - (d) type of notification or response.

## 5.11 Records Management (Forms)

- 5.11.1 Suppliers must retain a copy of any of the relevant Priority Assistance forms and relevant supporting documentation received from Priority Customers for a minimum of three calendar years from receipt of the relevant documentation.
- 5.11.2 Suppliers must take account of their obligations under the *Privacy Act 1988* when storing or disposing of Priority Assistance forms and supporting documentation.
- 5.11.3 In accordance with National Privacy Principle 6 under the *Privacy Act 1988*, Underlying Carriers and Suppliers must provide access to personal information, upon request of the individual.
- 5.11.4 If advised by the individual that the personal information it holds about the individual is not accurate, complete and up to date, Underlying Carriers and Suppliers must take reasonable steps to correct the information.

## 5.12 Complaints and Escalations

- 5.12.1 Suppliers and Underlying Carriers involved in the provision of Priority Assistance must establish complaint and escalation processes to support the provision of Priority Assistance to their Customers.

*NOTE: For more information regarding the responsibilities on Suppliers with regard to complaint handling, refer to ACIF C547:2004 **Complaint Handling** Industry Code.*

- 5.12.2 Suppliers and Underlying Carriers must establish complaint and escalation procedures with each other regarding the provision of Priority Assistance, including without limitation, a process for Suppliers to raise any failure to rectify faults, failure to provide an adequate alternate service or respond within the service levels specified within this Code.

## 5.13 Bilateral Arrangements

- 5.13.1 Any bilateral agreement must be consistent with this Code. This Code does not constrain parties from improving on the minimum standard set out in this Code.
- 5.13.2 Bilateral arrangements may include but are not limited to:
  - (a) arrangements for the monitoring and review of performance and operation of the inter-operator Priority Assistance procedures;
  - (b) complaint handling;
  - (c) communications methods and timeframes;
  - (d) escalation procedures; and
  - (e) charges (if any).

## **6 CODE ADMINISTRATION AND COMPLIANCE**

### **6.1 Code Administration and Compliance Scheme**

Under ACIF Code signatory arrangements, signatories to this Code are subject to ACIF's Code Administration and Compliance Scheme (October 2003) (the Scheme). Accordingly, all signatories who are bound by this Code are also bound by the Scheme.

### **6.2 Powers of the Telecommunications Industry Ombudsman to handle complaints under this Code**

Under section 114 of the Telecommunications Act 1997 and, subject to consent by the Telecommunications Industry Ombudsman, this Code confers on the Telecommunications Industry Ombudsman the functions and powers of:

- (a) receiving;
- (b) investigating;
- (c) facilitating the resolution of;
- (d) making determinations in relation to;
- (e) giving directions in relation to; and
- (f) reporting on

complaints made by the end users of carriage service about matters arising under or in relation to this Code, including compliance with the Code by those industry participants to whom this Code applies.

### **6.3 Power to handle Industry Complaints under this Code**

- 6.3.1 Complaints may be made under this Code to Communications Alliance by a member of the industry (or a voluntary or non-profit consumer organisation or similar body) (an "Industry Complaint") about a contravention of this Code by a signatory to this Code.
- 6.3.2 Complaints by a member of the industry (or a voluntary or non-profit consumer organisation or similar body) about a contravention of this Code by a signatory to this Code may be referred from ACMA under the power granted to ACMA in section 514 of the Telecommunications Act 1997, subject to agreement of Communications Alliance to accept the referral. Without limiting the grounds on which Communications Alliance may withhold its agreement to accept a referral, Communications Alliance may withhold its agreement where it considers that the complaint can be more conveniently dealt with in another forum or that handling the complaint may impose an unreasonable cost burden on Communications Alliance.
- 6.3.3 Communications Alliance must handle Industry Complaints under clause 6.3.1 or 6.3.2 of this Code in accordance with the provisions of the ACIF G514:2003 Code Administration and Compliance Scheme.

## 7 REFERENCES

| <b>Publication</b>   | <b>Title</b>  |
|--|---|
| <b>Industry Codes</b>  |   |
| ACIF C541:2006   | Credit Management   |
| ACIF C547:2004   | Complaint Handling  |
| ACIF C617:2005   | Connect Outstanding   |
| <b>Industry Documents</b>  |   |
| <i>Telstra Priority Assistance for Individuals Policy</i>  |   |
| <b>Industry Guidelines</b>   |   |
| ACIF G572:2001   | Unconditioned Local Loop Service Fault Management   |
| ACIF G586:2006   | Disability Matters: Access to Communication Technologies for People with Disabilities and Older Australians |
| <b>Legislation</b>   |   |
| <i>Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997 (Amendment No. 1 of 2002)</i> |   |
| <i>Privacy Act 1988 (Cth)</i>  |   |
| <i>Telecommunications Act 1997 (Cth)</i>   |   |
| <i>Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)</i>                       |   |
| <i>Trade Practices Act 1974 (Cth)</i>  |   |



## APPENDIX

### A ELIGIBILITY CRITERIA

#### Indicative list of eligible medical conditions

This indicative list was created by the Department of Health and Ageing in consultation with relevant non-government medical experts and endorsed by the Chief Medical Officer of Australia.

#### ELIGIBILITY CRITERIA:

Eligibility for Priority Assistance to STS is available for people who require the telephone to access emergency medical treatment or advice to reduce the possibility of death from a diagnosed life-threatening medical condition.

To qualify, the residential Customer, or a resident of their household, must be known to have a condition where there is a substantially increased risk of a life-threatening emergency:

- (a) with a significantly increased possibility of a rapid deterioration in the person's condition, to the point that it becomes life-threatening; and
- (b) where prompt attendance by an ambulance, or prompt provision of telephone advice by a doctor or health professional could avert the incidence of death.

#### ELIGIBLE MEDICAL CONDITIONS:

Medical practitioners may be asked to certify that one or more of their patients are being treated for a medical condition, in accordance with the eligibility criteria (below). The following list of Eligible Medical Conditions, developed with advice from general practitioners and other medical specialists, is provided for guidance. If an eligible medical condition has been diagnosed, and the risk is continuing, certification would be justified.

Certification would also be justified for conditions not on the list, provided that, in the judgment of the practitioner, they met the Eligibility Criteria to the same extent as the conditions listed.

#### Patients at high risk of respiratory emergencies

- Anaphylaxis or angioedema
- Severe asthma (as specified in National Asthma Council Guidelines)

#### Patients at high risk of cardiovascular emergencies

- Ventricular arrhythmias
- Unstable angina
- Acute myocardial infarction within the last 6 months
- On waiting list for aortic aneurysm, coronary or carotid artery surgery

#### Patients at risk of life-threatening hypoglycaemia or epilepsy

- Unstable insulin-dependent diabetes
- Poorly controlled grand-mal seizures

Patients at high risk of obstetric and neonatal emergencies

- High-risk pregnancy (eg. placenta praevia)
- Infants at risk (eg., because of prematurity) with history of apnoea

Patients with high-risk mental health disorders

- Severe mental health disorder with significant risk of self-harm or harm to others

Technology dependent patients who are at high risk

- Haemodialysis in the home
- Patients on home respirators or with tracheostomies
- Oxygen –dependent patients (eg. with severe obstructive pulmonary disease)

Other dependent patients who live alone, without support or in remote locations

Patients with other dependent medical conditions would qualify for Priority Assistance only if they live alone, without social support, or in a remote location eg.:

- Dialysis patients
- Oncology patients
- AIDS patients
- Haemophilia patients, and others with bleeding disorders
- Severely disabled persons.

## APPENDIX

### B MINIMUM PRIORITY ASSISTANCE APPLICATION FORM REQUIREMENTS

A Supplier must ensure that the "Priority Assistance Application Form" or the "Request for Continuance of Priority Assistance Form" contains the following minimum requirements:

- (a) Customer's details including name and address;
- (b) telephone number(s) associated with the place of residence;
- (c) an indicator to confirm whether the Customer's name or address has changed;
- (d) acknowledgment by the Customer that the Customer is authorised to request Priority Assistance for the nominated telephone number(s);
- (e) acknowledgment from the Customer that they are requesting Priority Assistance;
- (f) advice on how a Customer qualifies to be a Priority Customer;
- (g) a section to be completed that confirms that the Customer qualifies as a Priority Customer on the basis of the Eligibility Criteria;

*NOTE: The Code does not require medical practitioners to give detailed information regarding the Customer's medical condition, but instead certification that the individual's medical condition is covered by the Eligibility Criteria.*

- (h) advice that where the Customer is unable to access a medical practitioner to obtain medical certification, the Customer should contact their Supplier to seek information about alternative arrangements; and
- (i) the official stamp of professional or registration, certificate, membership or provider number.

## **PARTICIPANTS**

The Working Committee that revised the Code consisted of the following organisations and their representatives:

| <b>Organisation</b>                         | <b>Membership</b> | <b>Representative</b> |
|---|-------------------|-----------------------|
| AAPT  | Voting            | Brian Chapman         |
| ACIF Disability Council                     | Voting            | Harold Hartfield      |
| Consumers'<br>Telecommunications<br>Network | Voting            | Annie McCall          |
| Country Women's<br>Association              | Voting            | Myra Pincott          |
| Optus                                       | Voting            | Melina Rohan          |
| Primus                                      | Voting            | Craig Daly            |
| Telstra                                     | Non-voting        | Giovanna Di Nuzzo     |
| Telstra                                     | Voting            | Christopher Hoey      |

The Working Committee was chaired by Myra Pincott. Holly Raiche of Communications Alliance provided project management support.

Communications Alliance was formed in 2006 to provide a unified voice for the Australian communications industry and to lead it into the next generation of converging networks, technologies and services.

In pursuing its goals, Communications Alliance offers a forum for the industry to make coherent and constructive contributions to policy development and debate.

Communications Alliance seeks to facilitate open, effective and ethical competition between service providers while ensuring efficient, safe operation of networks, the provision of innovative services and the enhancement of consumer outcomes.

It is committed to the achievement of the policy objective of the *Telecommunications Act 1997* - the greatest practicable use of industry self-regulation without imposing undue financial and administrative burdens on industry.



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