



## New Zealand Telecommunications Forum

### Customer Care Code

<b>Code Status:</b>	Final
<b>Code Classification:</b>	Mandatory
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## Introduction

The New Zealand Telecommunications Forum Incorporated (**TCF**) Customer Care Code (**the Code**) requires that Providers establish and publish a customer care policy which will include the minimum standards of practice a Provider will follow when engaging with Consumers and describe the Provider's Complaints handling process.

This Code replaces the TCF Customer Complaints Code. As part of the transition to this Code, Providers will ensure their Customers have continued access to a Complaint handling process. If a Complaint is not resolved by the Provider, the Customer has Further Recourse options, including the Telecommunications Disputes Resolution (**TDR**) Limited Scheme (referred to as the **TDR Scheme**).

This Code is Mandatory for TDR Scheme Members<sup>1</sup> of the TDR Scheme and is part of the wider TDR Scheme framework, which includes:

- The **TDR Constitution** is the TDR Scheme's foundational document which sets out the rights, powers and duties of the TDR Scheme, and its owners and board of directors.
- The **TDR Terms of Reference (TOR)** sets out how the TDR Scheme is operated. This includes what each Scheme Member's obligations are in relation to the TDR Scheme, and the process under which enquiries and Disputes are heard by the TDR Scheme Agent.

Where an issue is escalated to the TDR Scheme and accepted as a dispute, this Code and other TCF and Commerce Commission Codes, where applicable, will be considered by the TDR Scheme to determine a resolution.

Any party who is not a TDR Scheme Member but engages directly with Consumers of telecommunications services may become a signatory to this Code and adopt the principles set out in this Code as industry best practice.

### About the TCF

Established in 2002, the TCF is a registered incorporated society.

The TCF brings together the telecommunications industry to resolve regulatory, technical and policy issues. In doing so, it enables the best possible outcomes for New Zealand Consumers.

The TCF's objective is to actively foster cooperation across the telecommunications industry to enable an efficient provision of regulated and non-regulated telecommunications services. Our goal is to promote competition for the long-term benefit of end users of Telecommunications Services in New Zealand.

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<sup>1</sup> TDR Scheme Members include members of the New Zealand Telecommunications Forum.

## Contents

<b>A. PURPOSE.....</b>	<b>4</b>
<b>B. APPLICATION .....</b>	<b>4</b>
<b>C. IMPLEMENTATION .....</b>	<b>4</b>
<b>D. SCOPE .....</b>	<b>4</b>
<b>E. EXCLUSIONS FROM SCOPE .....</b>	<b>4</b>
<b>F. CUSTOMER CARE POLICY.....</b>	<b>5</b>
<b>G. CUSTOMER COMPLAINT HANDLING PRINCIPLES .....</b>	<b>7</b>
<b>H. COMPLAINTS INVOLVING THIRD-PARTIES .....</b>	<b>9</b>
<b>I. FURTHER RECOURSE FOR DISPUTE RESOLUTION .....</b>	<b>11</b>
<b>J. DISCLOSURE AND PRIVACY OF INFORMATION .....</b>	<b>11</b>
<b>K. CODE COMPLIANCE .....</b>	<b>11</b>
<b>L. TCF CODE COMPLIANCE FRAMEWORK OBLIGATIONS .....</b>	<b>12</b>
<b>M. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE.....</b>	<b>13</b>
<b>N. DEFINED TERMS .....</b>	<b>14</b>

## A. PURPOSE

1. The purpose of this Code is to:
  - 1.1. Establish a requirement for Providers to develop and publish a customer care policy; and
  - 1.2. Set out the minimum provisions that will be included in a customer care policy in respect to the Provider's process for dealing with Customer Complaints and standards of practice when engaging with Consumers.

## B. APPLICATION

2. This Code applies to TDR Scheme Members.
3. Where there is a conflict between this Code and an applicable regulated process, the regulated process takes precedence over this Code. For example, Complaints made under the Copper Withdrawal Code or disputes in relation to statutory rights of access.

## C. IMPLEMENTATION

4. This Code was approved by the TCF Board on 15 June 2023.
5. This Code will take effect 1 July 2023, signatories have three months to fully comply with the requirements set out in the Code.

## D. SCOPE

6. The scope of this Code includes:
  - 6.1. Description of the minimum provisions that Providers will include in their customer care policy, including the minimum standards of practice when engaging with Consumers; and
  - 6.2. Process for handling of Complaints in relation to the provision or maintenance of a Telecommunications Service, including a process for Complaints brought to a Third-party.

## E. EXCLUSIONS FROM SCOPE

7. This Code does not apply to:
  - 7.1. Complaints brought by a Customer to the TDR Scheme<sup>2</sup>;

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<sup>2</sup> These are covered by the Scheme's TOR, but the requirements under this Code will form part of TDR Scheme's assessment of Customer Complaints they receive.

- 7.2. Complaints brought by a Customer to any other Further Recourse option;
- 7.3. Complaint management processes for Corporate Customers.

## **F. CUSTOMER CARE POLICY**

- 8. Under this Code, Providers are required to develop and publish a customer care policy.
- 9. The customer care policy will be published on the Provider's website in an easily located position and include:
  - 9.1. The minimum standards of practice when engaging with Consumers;
  - 9.2. A process for Complaint handling;
  - 9.3. Information on how Complaints can be escalated to the TDR Scheme; and
  - 9.4. A link to this Code on the TCF website.

### **10. Minimum standards of practice**

- 10.1. This section sets out the minimum standards of practice that Providers agree to deliver in their customer care policy. It does not prevent a Provider from delivering higher service standards, which is always encouraged.
- 10.2. In their customer care policy, a Provider will commit to:
  - 10.2.1 Treating Consumers with respect and in a fair and courteous manner at all times;
  - 10.2.2 Working in a collaborative and constructive manner when engaging with Consumers;
  - 10.2.3 If authorised by the Customer, working with the Customer's support person and/or agent, such as a financial mentor, cooperatively and constructively;
  - 10.2.4 Making available relevant terms and conditions for the provision of a service that set out the key rights and obligations of both the Provider and the Customer;
  - 10.2.5 Providing service information that is accurate, up-to-date and easily understood. Service information that a Provider will commit to disclosing will include:
    - a) Plan pricing information;
    - b) Any additional relevant fees/charges relating to a service;
    - c) Any limitations to a service, taking into account the limitations that are likely to be important to the Customer (if relevant), such

as limitations in the event of a power outage; and

d) Principal factors that may affect the performance of a service.

10.2.6 Providing services to the service standard that is advertised and described in the Provider's contracts with the Customer;

10.2.7 Defining the situations covered under Force Majeure clauses and explaining how Providers will respond in such circumstances;

10.2.8 Setting out how the Provider will communicate a change to the Customer's terms and conditions, price of service, service specifications or a discontinuation of a service. Where changes will disadvantage the Customer, the provider will give affected Customers a minimum of 10 Working Days and wherever possible at least 30 days' notice of these changes. If the Provider is unable give a minimum of 10 days' notice because the change is outside of the Provider's control, then the Provider should communicate the change as soon as they can. Providers will act in good faith and be fair when deciding if a change will disadvantage the Customer.

10.2.9 Providing accurate invoices. In the event that an error occurs, use all reasonable efforts to correct the inaccuracies in a timely manner. A Customer may query or dispute their bill with their Provider. During this process, the Provider will not claim the payment for the disputed part of the bill while it investigates and confirms whether or not an error has occurred;

10.2.10 Fixing and/or repairing network faults in the Provider's network at no charge to the Customer, except in instances where the Customer has caused or contributed to the fault. Financial implications under this scenario will be set out in the Provider's terms;

10.2.11 Disclosing and using information in accordance with section J; and

10.2.12 Setting out the conditions under which a Customer's Telecommunications Service can be suspended or disconnected.

### 10.3. **Credit Management**

10.3.1 A Provider will clearly set out in their customer care policy the Provider's credit management policy and processes.

10.3.2 If relevant, a Provider will inform the Customer of the credit processes and checks the Provider will undertake before a product or service can be purchased.

- 10.3.3 As required under the Credit Contracts and Consumer Finance Act 2003, a Provider will issue a disclosure statement detailing important information to borrowers before they start debt collection processes.
- 10.3.4 A Provider will provide appropriate support when a Customer anticipates or is having payment difficulties or is in arrears.
- 10.3.5 A Provider will inform Customers that on occasion, they are required and may be forced to temporarily suspend or permanently disconnect a Telecommunications Service due to concerns around the Customer's ability to meet their ongoing financial commitments. In most cases, it is in both the Customer's and Provider's best interests for these actions to occur.

## **G. CUSTOMER COMPLAINT HANDLING PRINCIPLES**

- 11. This section sets out the minimum requirements for Providers' Customer Complaints handling processes.
- 12. A Provider will:
  - 12.1. Recognise, promote, and protect a Customer's right to raise a Complaint;
  - 12.2. Engage with Customers in good faith to provide an efficient, fair, accessible, and timely process for handling of Complaints;
  - 12.3. Publish information in a clear and accessible manner on how Customers can raise an issue or lodge a Complaint;
  - 12.4. Inform Customers about the Provider's and Customer's obligations within the Complaints handling process;
  - 12.5. Enable Customers to submit a Complaint via multiple channels e.g., verbally, email, written letter or online platforms;
  - 12.6. Ensure Complaints management is non-discriminatory and provides consistent treatment of all Customers;
  - 12.7. Ensure its Complaints handling function is adequately resourced to operate efficiently and staff trained on how to identify a potential complaint or dispute in accordance with this Code;
  - 12.8. Raise awareness of Further Recourse options by informing Customers of the TDR Scheme when a Complaint is first made and when Deadlock is reached;
  - 12.9. Exercise caution not to dismiss a Complaint as frivolous or vexatious without due consideration. Where the Provider deems the Complaint to be frivolous or vexatious, the Provider will:

- a) inform the Customer of the reasons for the decision not to investigate; and/or
- b) inform the Customer of Further Recourse options (e.g., the TDR Scheme).

### 13. **Complaint Handling Process**

- 13.1. During the Complaint handling process, a Provider will keep the Customer informed of progress and the reasons for delay if this occurs.
- 13.2. A Provider will acknowledge a Complaint as soon as practicable within three Working Days of receiving the Complaint. This acknowledgement may be made to the Customer verbally or in writing and a Provider must record that acknowledgement has been provided. A Complaint received verbally is deemed to have been acknowledged when it is received.
- 13.3. If the advised timeframe for Complaint resolution will be exceeded due to the complexity of the issue, a Provider will inform the Customer within 10 Working Days of becoming aware of the reason for the delay, and provide an indicative revised timeframe.
- 13.4. A Provider should endeavour to resolve the Complaint within 20 Working Days from the date of receipt, except for where:
  - 13.4.1 An alternative process and/or timeframe is defined in a TCF Code, for example the TCF Broadband Marketing Code for Complaints relating to broadband performance; or
  - 13.4.2 A Complaint involves a Third-party. In those cases, a Provider will endeavour to resolve Complaints within 30 Working Days from the date of receipt.
- 13.5. A Provider will advise Customers of the outcome of any investigation and resolution in relation to their Complaint. If requested by the Customer, this will be provided in writing.

### 14. **Complaint Recording, Monitoring and Review**

- 14.1. A Provider will keep records of Complaints. The records will include the nature of the Complaint, the resolution and, if applicable, any undertakings that are made by the Provider to the Customer.
- 14.2. A Provider will analyse Complaints to identify recurring and systemic problems and trends to address the underlying causes of Complaints.
- 14.3. A Provider will improve their Complaint handling process as soon as practicable when areas requiring attention are identified through Complaint analysis.



## 15. **Complaint Charges, Fees and Disputed Amounts**

- 15.1. Providers and Third-parties will not impose Complaint handling charges.
  - 15.2. Where a Customer requests information relating to their Complaint and the Provider or Third-party can demonstrate that to retrieve and analyse the archived information will incur significant cost, a reasonable charge to retrieve that information can be levied. This charge must be consulted with the Customer before any activity is commenced. The Customer must then confirm to the Provider or Third-party one of the following directions:
    - 15.2.1 Pursue the Complaint and pay the charge;
    - 15.2.2 Pursue the Complaint without the information requested; or
    - 15.2.3 Discontinue the Complaint.
- Where the outcome of a Complaint is upheld in favour of the Customer, the Provider or Third-party will refund any fees paid by the Customer under clause 15.2 within 10 Working Days of the Complaint being resolved or as agreed with the Customer.
- 15.3. If a Complaint relates to a disputed amount, a Provider will not demand payment or take any debt recovery action related to the disputed amount while the Complaint is being investigated.
  - 15.4. If a Customer pays for the Telecommunications Service in advance, the Provider is under no obligation to credit or refund the Customer while the Complaint is being investigated.
  - 15.5. Where a Customer's Complaint is upheld, a Provider will credit any charges and/or fees that it owes to the Customer within 10 Working Days of the Complaint being resolved or as agreed with the Customer.

## H. **COMPLAINTS INVOLVING THIRD-PARTIES**

- 16. When a Complaint involves a Third-party, the minimum requirements in clauses 17 and 18 will be met.
- 17. **Referring a Complaint to a Third-party**
  - 17.1. A Provider will liaise at the earliest practicable opportunity with the Third-party involved in the Complaint to support a timely resolution.
  - 17.2. A Provider seeking assistance from a Third-party will:
    - a) request reasonable assistance (having regard to the nature of the Complaint and the extent of the Third-party's responsibility for the

Complaint) through the appropriate channel and include a summary of the Complaint drawn from the information available at that time;

- b) make the request within three Working Days of the Provider identifying that the Complaint involves a Third-party;
- c) describe the Telecommunications Service provided by the Third-party that is directly relevant to the Complaint.

17.3. The Third-party will advise (including a reason) the Provider within two Working Days of receiving the request, if the request is not relevant to the Telecommunications Service it provides. If that is the case, then section G does not apply.

17.4. Upon receipt of a Provider's request in accordance with clause 17.2, the Third-party will:

- a) advise the Provider on the complexity of the investigation and the timeframe for providing assistance to the Provider within five Working Days of the date of the request; and
- b) advise the Provider, as soon as practicable, if the Third-party considers that the complexity and/or nature of the Complaint is such that it will be unable to assist the Provider within 10 Working Days from the request being sent, and advise a proposed date for providing the assistance and what that assistance entails.

17.5. Both the Provider and Third-party will work in good faith and keep each other informed.

17.6. Before the Provider responds to the Customer, the Provider will consult with the Third-Party to finalise its response to its Customer. In particular, the Provider will take into account any proposed resolution suggested by the Third-party.

17.7. The Provider will advise the Third-party of the outcome of the Complaint, i.e., if the Complaint has been resolved or if the Complaint remains unresolved and is now being escalated through the TDR Scheme.

## 18. **Complaint made directly to a Third-party**

18.1. A Third-party will have a Complaint handling process and provide information on their website about:

- a) how a complaint can be raised with a Third-party; and
- b) whether they are a TDR Scheme Member.

18.2. A Third-party that receives a Complaint directly from a Customer (in respect to

the relevant Telecommunications Service) will:

- a) advise the Customer to contact their Provider in relation to the Complaint, noting the Provider may seek assistance from the Third-party as necessary in accordance with clause 17.2.; and
- b) Explain any relevant operation of this Code, including that their Provider will be able to seek assistance from the Third-party.

18.3. A Third-party that receives a Complaint directly from a Consumer (who is not a Customer in respect to the relevant Telecommunications Service) will:

- 18.3.1 Have a Complaints handling process enabling the Third-party to respond to and process a Complaint; and
- 18.3.2 Align their Complaints handling process with the timeframes that apply to Providers, where practicable, in clause 13.

## **I. FURTHER RECOURSE FOR DISPUTE RESOLUTION**

19. A Customer may refer a Complaint that is not resolved with their Provider to the TDR Scheme or take other means of Further Recourse.
20. Each Party to a dispute that is referred to the TDR Scheme will comply with the TDR Scheme's Terms of Reference.

## **J. DISCLOSURE AND PRIVACY OF INFORMATION**

21. When recording Customer information, a Provider will ensure they maintain their Customer's privacy, including complying with the Privacy Act 2020 and the Telecommunications Information Privacy Code 2020 (**TIPC**).
22. Information relating to a Customer's Complaint will always be kept confidential by Parties as set out in this clause or required by law.
23. Information provided as part of the Complaint can only be used or disclosed for the purpose of Complaint resolution and will not be used for any other purpose.
24. Any Provider or Third-party that receives any type of information relating to the Customer's Complaint may only use or disclose such information in accordance with the Privacy Act 2020 and the TIPC.

## **K. CODE COMPLIANCE**

25. Compliance with this Code provides a framework for all Parties to act in accordance with New Zealand legal and regulatory obligations. Industry participants, including Parties to this Code, are obliged to comply with all applicable laws, regulations and requirements of

any government or statutory body, as well as other applicable industry standards or Codes.

26. In particular, all Parties to this Code will comply with the Fair Trading Act 1986, Consumer Guarantees Act 1993 and the Privacy Act 2020.
27. If there is inconsistency between this Code, any relevant legislation, and any Commerce Commission determinations and Codes, this inconsistency will be resolved in the following (descending) order of precedence:
  - 27.1. Legislation;
  - 27.2. Commerce Commission Determinations and Codes;
  - 27.3. This Code.

#### **L. TCF CODE COMPLIANCE FRAMEWORK OBLIGATIONS**

28. The TCF, through its Code Compliance Framework (**CCF**), has overall responsibility for ensuring that Code Signatories abide by the obligations set out in this Code.
29. The CCF applies to the ongoing monitoring and compliance of this Code. By becoming a Code Signatory, Parties agree to comply with and are bound by the terms of the CCF and obligations set out in this Code.
30. Cl.18 of the CCF details the parties who can notify a potential breach of a TCF Code by a Code Signatory to the TCF.
31. The CCF's Complaints management procedures will apply to any allegations of a breach of this Code.
32. **Self-certification Monitoring and Reporting**
  - 32.1. Code Signatories agree to abide by the terms of the CCF and will always cooperate in a full and frank manner with the Compliance Officer, participate in good faith in any investigations and adhere to any sanctions levied against them under the CCF in relation to this Code.
  - 32.2. In accordance with the CCF, Code Signatories will file initial and annual self-certification forms with the Compliance Officer to demonstrate their initial and ongoing compliance with this Code.
  - 32.3. Parties to this Code will be fully conversant with the latest version of this Code, and comply with it at all times.
  - 32.4. Each Code Signatory will keep information they deem necessary to show their compliance with this Code, should it be required.

**33. TCF Monitoring and Reporting Requirements**

- 33.1. The TCF monitors compliance of this Code under the CCF.
- 33.2. The TCF may request additional information from a Party in relation to their code compliance, including for the purposes of this Code, information regarding complaints processes and further recourse for dispute resolution.
- 33.3. The TCF may undertake a ‘mystery shopper’ exercise on relevant complaints process material to assess a Party’s compliance or investigate any breach of the Code.
- 33.4. TDR will monitor Customer complaints that relate to the Code and report any issues to the TCF Compliance Officer for further investigation as appropriate.

**34. Compliance Issue Management**

- 34.1. The CCF Section I sets out the process for dealing with a potential breach by a Code Signatory, investigation, sanctions and appeals process.
- 34.2. Parties who may notify the TCF Code Compliance Officer of a potential breach of the Code are set out in section I clause 28 of the CCF.

**35. Telecommunications Act**

- 35.1. For the avoidance of doubt, the procedures set out in the CCF are additional to, and not exclusive of, any other rights a Party may have under the Telecommunications Act, at law or in equity and nothing in the CCF will prevent any Party from exercising its rights to raise a dispute directly to the Commerce Commission in accordance with Part 4A of the Telecommunications Act.

**M. EXPIRY, REVOCATION AND AMENDMENT OF THE CODE**

- 36. The expiry, revocation or amendment of this Code will be in accordance with the TCF’s Operating Procedures Manual ‘The Handbook’. A Code signatory may make a recommendation to the TCF to amend or revoke this Code at any time.
- 37. This Code will be reviewed every two years as required under the CCF.

## N. DEFINED TERMS

In this Code, unless the context otherwise requires:

<b>Telecommunications Act</b>	The Telecommunications Act 2001.
<b>Billing Relationship</b>	A contractual relationship between the Provider and the Customer, where the Provider has the contractual right to charge the Customer for the relevant Telecommunications Services.
<b>CCF or Code Compliance Framework</b>	The New Zealand Telecommunications Forum Code Compliance Framework endorsed by TCF, as amended from time to time.
<b>Code Signatory</b>	A person who agrees to comply with a TCF Code and be legally bound by its requirements, which includes compliance with the Code Compliance Framework.
<b>Complaint</b>	An expression of dissatisfaction, by: (a) a Customer relating to a Telecommunications Service provided by the Customer's Provider; or (b) for the purposes of clause 18, a Consumer relating to a Telecommunications Service provided to the Consumer by a Third-party.
<b>Compliance Officer</b>	The Person appointed by the TCF as the Compliance Officer under the Code Compliance Framework.
<b>Consumer</b>	An actual or potential end-user of the relevant Telecommunications Service.
<b>Corporate Customer</b>	A Customer of a Provider that: (a) Is a business or other organisation having 20 or more full-time (or equivalent) employees, or (b) is a business or organisation having fewer than 20 full-time equivalent employees but that the TDR Scheme Agent, at its sole discretion, determines to be analogous to a business or other organisation with 20 or more full-time-equivalent employees, having regard to the size, structure or nature of the business; or (c) is a government agency.

<b>Customer</b>	A person who has a Billing Relationship with a TDR Scheme Member in respect of the relevant Telecommunications Service.
<b>Deadlock</b>	Where in respect of a Complaint: (a) the Customer is not satisfied with the Provider's final response to the Complaint; or (b) the TDR Scheme Agent has determined that it is appropriate to deadlock a Complaint where: I. the Customer and the Provider have attempted in good faith to resolve the Complaint and the Complaint remains unresolved 15 Working Days after the TDR Scheme Agent has notified the Provider of the Complaint; or II. it has been more than 30 Working Days since the Customer made the Complaint to the Provider, and the Customer has not received a final response from the Provider.
<b>Dispute</b>	A Complaint which has reached Deadlock and has been referred by the Customer to the TDR Scheme Agent for investigation and resolution.
<b>Further Recourse</b>	Any avenue beyond an internal Complaints handling process for resolution of a Complaint.
<b>Mandatory Code</b>	Is a Code agreed by the TCF board to be compulsory for all TCF members to become signatories to.
<b>Person</b>	A legal Person and includes a company and any other legal entity.
<b>Provider</b>	Any Person providing a Telecommunication Service to a Customer.
<b>TDR Scheme Agent</b>	The independent third-party appointed by Telecommunications Disputes Resolution Limited to operate the Scheme
<b>TDR Scheme Member</b>	A company who has signed a TDR Scheme Participation Agreement and is either: a) a Provider who provides telecommunications services to

	<p>a Customer; or</p> <p>b) a Third-party who provides a telecommunications input service to a Provider (for example, a local fibre company), and that telecommunications service is relevant to the Complaint.</p>
<b>Telecommunication(s) Service</b>	Any goods, service, equipment and/or facility that enables or facilitates telecommunication(s).
<b>Third-party</b>	A Person other than the Customer's Provider, who provides a service to the Customer or an input service to the Provider, for example a Local Fibre Company.
<b>Working Day</b>	A day on which registered New Zealand banks are open for normal banking business, excluding Saturdays, Sundays and nation-wide New Zealand public holidays. Regional public holidays are considered to be Working Days.