

Customer Service Guarantee

This fact sheet outlines the key features of the [Telecommunications \(Customer Service Guarantee\) Standard 2011](#) (CSG Standard) and the safeguards it provides for fixed-line telephone service customers. The current CSG performance requirements have applied to carriage service provider performance since 31 October 2006.

The Customer Service Guarantee

The object of the CSG Standard is to encourage improvements in service and guard against poor service. It requires telephone companies to meet minimum performance requirements and to provide customers with financial compensation when these are not met.

Services covered by the CSG

The CSG Standard covers the supply of standard fixed-line telephone services. The CSG Standard also covers certain special call-handling features, when activated by a telephone company, including call waiting, call forwarding, call barring, calling number display and calling number display blocking. If a telephone company offers these services in an area, then that company must meet maximum time frames applying to that area for standard telephone services in:

- > connecting a service
- > repairing a fault or service difficulty and
- > attending appointments with customers.

It should be noted that the CSG Standard does not apply to mobile phone and internet services. The CSG Standard also does not apply to customers who have more than five lines or customer equipment with more than five telephone lines.

Maximum timeframes for connecting services readily available to accessible infrastructure

The maximum time frame under the CSG Standard for connecting a service depends on whether the service is 'in-place' or not. An in-place connection can generally be activated by a telephone service provider at the local exchange without the need to visit the customer's premises. Maximum time frames also depend on whether the premises are close to existing telecommunications infrastructure and the size of the population of the community where the service is located. Table 1 outlines the maximum time frames for connections at premises that are readily accessible to existing telecommunications infrastructure.

Maximum time frames for connecting services not readily accessible to available existing telecommunications infrastructure

The maximum time frame for connecting new services where the premises do not have ready access to existing telecommunications infrastructure, is set out in the ACMA-approved standard marketing plan for the primary universal service provider, which is currently Telstra. [Telstra's standard marketing plan](#) states that: 'If Telstra cannot supply the standard telephone service on the date the customer requires it to be connected, Telstra will aim to supply the standard telephone service within one month (equivalent to 20 working days) from the date of the customer's request, or on a later date if requested or agreed to by the customer.' This time frame applies to all locations, regardless of the size of the community.



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Maximum timeframes for repairing faults

Once reported by the customer, faults must be repaired within the time frames outlined in Table 2.

Maximum timeframes for appointments

If a phone company makes an appointment with a customer for connecting or repairing a service, then the appointment period must be no longer than five hours. The phone company must keep this appointment unless it gives the customer reasonable notice. Table 3 outlines the criteria for when appointments are officially missed.

Situations where CSG timeframes do not apply

In certain circumstances, the CSG performance requirements do not apply to phone companies. These include situations where a customer accepts a phone company's offer to supply [an interim or an alternative phone service](#) or a customer refuses a reasonable offer of an interim or an alternative service. Phone companies are not required to meet CSG time frames—during the period of a claimed exemption—where there are circumstances beyond their control, such as when natural disasters or extreme weather conditions cause mass disruptions of services. Examples of extreme weather conditions defined under Schedule 3 of the CSG Standard include: large hail, heavy rainfall, flash flooding, hazardous winds, lightening, blizzards, tornadoes, large waves and storm tides.

Waiver of protection and rights by customers

Part 5 of the CSG Standard enables customers to waive part or all of their CSG rights and protections either in writing or orally. Telephone service providers may propose to a customer—either in writing or orally—that they (wholly or partly) waive their rights under the CSG Standard. The waiver provisions are intended to allow customers to take advantage of—and to encourage providers to offer—services that may not be offered if CSG protections applied. To ensure consistency with legislative changes made to the *Telecommunications (Consumer Protection and Service Standards) Act 1999* in

December 2010, the CSG waiver provisions were amended by the ACMA and commenced in October 2011. The amendments require industry to provide information about the CSG and the consequences of waiving CSG rights and protections. They also simplify existing CSG waiver provisions and promote industry best practice for obtaining informed customer consent.

A fact sheet outlining the [requirements for telephone service providers seeking a waiver](#) is available on the ACMA website.

Compensation

A phone company must automatically pay the customer compensation for each working day that the connection or repair is delayed beyond the relevant maximum CSG time frame or an alternative agreed time frame or if it fails to keep an appointment. Table 4 outlines the compensation levels for each situation:

Claiming compensation

If the phone company fails to pay compensation, or there is a dispute as to the amount of compensation paid (or payable), the customer should contact the company in the first instance and seek to resolve the issue directly. If the issue cannot be resolved with the phone company, the customer may raise the matter with the Telecommunications Industry Ombudsman (TIO). The TIO is able to investigate complaints regarding telephone services and, if necessary, determine an outcome.

The TIO can be contacted as follows:

Telephone: 1800 062 058

Fax: 1800 630 614

TTY: 1800 675 692

Website: www.tio.com.au or use the

[Online TIO complaint form](#)

Mail: PO Box 276, Collins Street West, Melbourne VIC 8007

Performance benchmarks

The minister has prescribed minimum performance benchmarks for ensuring compliance with the CSG Standard. The CSG Benchmarks apply to 'qualifying carriage service providers' (currently Telstra, Optus, Primus and iiNet) who must meet or exceed the performance benchmarks which apply on a financial year basis. Table 5 outlines the CSG retail performance benchmarks.



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The range of enforcement options available to the ACMA for failure by a 'qualifying carriage service provider' to reach a performance benchmark include formal warnings, enforceable undertakings, remedial directions, infringement notices and initiating civil penalty proceedings. The Minister has prescribed the penalty amounts that must be applied to an infringement notice depending on the extent of the failure to reach a performance benchmark. Table 6 outlines the infringement notice penalty amounts.

More information

Full details are contained in the: [Telecommunications \(Customer Service Guarantee\) Standard 2011](#);

[Telecommunications \(Customer Service Guarantee – Retail Performance Benchmarks\) Instrument \(No.1\) 2011](#) ; and [Telecommunications \(Infringement Notice Penalties\) Determination 2012](#).

For more information about the CSG Standard, please email the ACMA's [Monitoring Access and Compliance Section](#) or call (03) 9963 6800 (TTY (03) 9963 6948).

The ACMA has [fact sheets](#) on a range of topics.

Table 1 – Maximum time frames for connecting services readily accessible to existing telecommunications infrastructure

Connection type	Community location	Community size (no. of people)	Connection time (after receipt of customer's application)+
In-place connection	All	All	Within two working days
No in-place connection (close to available infrastructure)	Urban	Equal to or more than 10,000 people	Within five working days
	Major rural	Between 2,500 and 10,000 people	Within 10 working days
	Minor rural and remote	Up to 2,500 people	Within 15 working days

+ If a customer and a phone company have entered into an arrangement to connect in less or more time than outlined in the above table, the alternative agreed timeframe becomes the connection time.

Table 2 – Maximum time frames for repairing faults

Community	Community size (no. of people)	Repair time+
Urban	Equal to or more than 10,000 people	End of next working day after report
Rural	Between 200 and 10,000 people	End of second working day after report*
Remote	Up to 200 people	End of third working day after report*

* In certain circumstances (for example, where the fault can be repaired by the phone company without attending the customer's premises), the fault repair period is the end of the next working day after report.

+ If a customer and a phone company have entered into an arrangement to repair a fault in less or more time than outlined in the above table, the alternative agreed timeframe becomes the repair time.

Table 3 – Criteria for missing appointments



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Appointment period	Definition of missed appointment
Four hours or less	Phone company does not attend within 15 minutes of the appointment period [#]
Between four and five hours	Phone company does not attend within the appointment period [#]

[#] An extra 45 minutes is allowed where the phone company must travel long distances for an appointment at a premises in a community of under 2,500 people.

Table 4 – Compensation levels

Customer	Services delayed	Compensation for first 5 working days (per working day)	Compensation after first 5 working days (per working day)
Residential/ Charity	Connection or repair of standard telephone service	\$14.52	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$7.26	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$14.52	\$48.40
	Not keeping an appointment	\$14.52 for each missed appointment	
Business	Connection or repair of the standard telephone service	\$24.20	\$48.40
	Connection or repair of enhanced call handling features to an existing service	\$7.26	\$24.20
	Connection or repair of two or more enhanced call handling features to an existing service	\$24.20	\$48.40
	Not keeping an appointment	\$24.20 for each missed appointment	

Please note: this document is intended as a guide only and should not be relied on as legal advice or regarded as a substitute for legal advice in individual cases.

Table 5 – CSG retail performance benchmarks (covering financial years)

	Benchmark
New connections:	
Urban areas (national)	90%
Major rural areas (national)	90%
Minor rural areas (national)	90%
Remote areas (national)	90%
In-place connections:	
All areas (national)	90%
Fault rectifications:	
Urban areas (national)	90%
Rural areas (national)	90%
Remote areas (national)	90%
Appointment-keeping (national)	90%



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Table 6 – Infringement notice penalty amounts for breach of CSG retail performance benchmarks

Extent of failure to meet benchmark	Penalty units	Infringement notice amount
Less than 2 percentage points	3,000	\$510,000
2 percentage points or more but less than 5 percentage points	6,000	\$1,020,000
5 percentage points or more	9,000	\$1,530,000



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