

What Case Workers Need To Tell You

TERESA CORBIN: OK, everyone, I'll get you sitting down so we can get started on our next session.

This session is pretty special – it's the first time we've actually got people to make video questions for us. This allows us to have participation from members who aren't able to come in person. It's also very special to us because case workers play a very strong role in our organisation, because they provide a lot of the case studies and a lot of the examples of things that we then do – policy work and research – to follow up on.

Today, we've got Fiona Guthrie to facilitate the session – she's the CEO of Financial Counselling Australia. She's travelled here today to facilitate the session. Thank you, Fiona. Given that many of the videos come from your members, I think it's entirely appropriate for you to do that. So, thank you.

FIONA GUTHRIE: Thanks, Teresa. Welcome to What Case Workers Need To Tell You. I'm Fiona Guthrie, the executive director of Financial Counselling Australia. Many of you will know that financial counsellors assist people in financial difficulty – because things go wrong in our lives. We lose our jobs, relationships break down. People get sick. Whatever the reason, sometimes we need some outside assistance. That's what the 950 financial counsellors around Australia do. You'll hear from some of them in this session. The purpose of the session is really to have a think about some of the issues coming up or that people are still dealing with in the marketplace. Someone described them to me as "falling between the cracks". We've got some crack-fillers here – perhaps that's the wrong word

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(LAUGHTER)

..I just made that up on the spot. You can see I don't write notes to a great deal of detail.

(LAUGHTER)

I was going to say what draws them in common – sometimes you hear an analogy about an ambulance at the top of a cliff. I think we have some regulators and dispute-resolution folk here. In a sense, what they're doing is building the fence at the top, but they are also sometimes trying to help people at the bottom when things go wrong. That's the perspective they will bring to this session. The format, as Teresa just said, is some videos. There's five or six. We'll see how we go for time. We want to make this a conversation so the panel is interacting with each other, and also with you. At some point, I'll probably just stop and ask you for your reaction or what you noticed or what questions you might have.

One of the little technical issues you'll see with the videos is that, when they were transposed from webcam – some of them are in webcam – and moved into whatever we have to use it up behind us, that the sound and the picture are not always in sync. I just think that will be a lovely thing to watch, myself, but just bear in mind that that's what you'll see.

I'm going to ask the panel now to introduce themselves. Very quickly, they're going to give you their name, the organisation they work for, and what that organisation does. Just to inject a little bit of lightness into it, 3-word slogans are very popular as a way of explaining things, so I've asked them to all think about what a 3-word slogan would be to describe their organisation. Richard, we'll start with you, on my left.

RICHARD BEAN: Good afternoon. My name's Richard Bean. I'm deputy chairman of the ACMA, the Communications and Media Authority. The three words that we have on our, ummmm, trademark, brand – on our brand – "communicate, facilitate, regulate" – because we do all of those things, and we try to regulate last. But what we actually do is try to make media and communications work for all Australians – we have a fundamental public interest function.

FIONA GUTHRIE: Making communications work – that would work too. Christiane?

CHRISTIANE GILLESPIE-JONES: Good afternoon. I'm Christiane Gillespie-Jones, the executive director of Communications Compliance, also known as CommCom. If I have to put it into three words, I would probably try something like "comply with CommCom", because that's what we do.

(LAUGHTER)

FIONA GUTHRIE: CommCom has a hyphen, doesn't it?

CHRISTIANE GILLESPIE-JONES: No, it has lots of "M"s. We comply with the communications code, one of the key components of government regulations, and we provide an enormous amount of guidance and regulation in the market for communications providers.

FIONA GUTHRIE: Thank you, Christiane. Delia?

DELIA RICKARD: I'm Delia Rickard, deputy chair at the ACCC. We make markets work. If I had more words, I'd say "for the long-term interests of consumers." That's me!

FIONA GUTHRIE: And Simon?

SIMON COHEN: I'm Simon Cohen from the Telecommunications Industry Ombudsman. We try to improve customer service and complaint-handling in the telco industry. I had thought, for our 3-word slogan, that "We fix things," but I kind of like "We fill cracks."

(LAUGHTER)

FIONA GUTHRIE: I'm never going to live that down, am I?! Again, I think it's nice to have a little bit of knowledge about the sort of people that you are going to hear from today. So just to change the pace very slightly in terms of introductions, I was at the financial literacy conference a couple of weeks ago. Every person on a panel had to give their tip around financial literacy. It was really interesting. Again, I've asked this panel to give us a little tip that they might share with this audience about something they have learned in their job. Some of them might be very surprising, some of them might be very mundane. But they're things to think about. Again, just drawing back to Malcolm's session around privacy, to inject a little bit of interest again, also to tell us what they wanted to be when they were small and what they thought they would be when they grew up. That won't be on social media. So let start with you, Delia. We'll do this a bit randomly.

DELIA RICKARD: I forgot all about this! I think probably my tip – be sceptical. Don't take things on face value. Do your homework. And I wanted to change the world. I was either going to be a human rights lawyer working for the UN, or a political journalist who was going to expose things and make the world a better place.

FIONA GUTHRIE: I reckon, as deputy chair, you probably are doing those things.

DELIA RICKARD: Too nice.

FIONA GUTHRIE: Simon, what about you? Your tip?

SIMON COHEN: My learning is that nothing stands still in the telco industry. I think this morning's presentation made us think that change is frenetic, it's unpredictable, it's chaotic. All we can expect is change, and we should expect nothing but change, particularly in the telco industry. In terms of what I wanted to be when I grew up, I did actually want to be an ombudsman.

(LAUGHTER)

I say that, but I had a plan B – my father used to race cars. I had the thought of becoming a racing car driver. I got my licence the very day I was able to get it. I later learned, because the driving instructor was so scared about going out with me that he would do anything not to have to inflict that upon himself again. 17 accidents later in my first three years and my father said I should give up on that dream.

(LAUGHTER)

FIONA GUTHRIE: Well, thank you. That's fascinating. What about you, Richard?

RICHARD BEAN: Well, that's been a bit profound. I'll go for the mundane end of the spectrum. Ask the question and don't be fobbed off, I think. That's certainly -

FIONA GUTHRIE: Speaking as a regulator?

RICHARD BEAN: Yes, as a member of the authority, but also as a consumer, I think – that would be my advice. And it depends how far back you go. I don't think, when I was eight, I would have known what a human rights lawyer was. I suppose I wanted to be David Attenborough. That was my dream job. But when I was -

CHRISTIANE GILLESPIE-JONES: And still is!

RICHARD BEAN: And still is. When I was at university, what I ended up being was a fortune teller at Luna park.

FIONA GUTHRIE: Fantastic. Well, there's something for afternoon tea, folks. Christiane?

CHRISTIANE GILLESPIE-JONES: Well, in terms of my learnings, you hear a lot of bad stuff, and there are things that go wrong, but my learning from when I deal with a lot of these very small telcos – and the majority are very small – that nice people, consumers as well as providers alike, actually do try to do the right thing. They don't always succeed in that, but the majority does still try to do the right thing. I think that is encouraging. What I wanted to be when I grew up? The earliest memory I have is 10, which is not really... And I wanted to be a flight attendant. That was clearly before I got motion-sick just looking at a plane.

(LAUGHTER)

FIONA GUTHRIE: Thank you very much. With that, let's hear our first question. We're moving from starting with the marketing, the life cycle of a relationship, with the telecommunications industry. This is just the way the questions came in, so there's a couple of questions around that. I pass over – magically someone...

BERNHARD STRAUNER: I work in an Aboriginal community. One of the ongoing problems we have is members of the community, which is 500km from Alice Springs and is remote and does not have a mobile connection here, going to Alice Springs or Port Augusta, going into a telco shop, whether it be Telstra, Optus or whatever they call themselves, and they get signed up for a mobile contract for a couple of years for an iPhone or a Samsung at \$70 or \$80 with a month. The people in the stores do not check to see if there is connectivity to the mobiles in these areas. Of course, when these people come back to the communities, the phones are useless. They stop paying their bills, they end up with debt collectors' letters or, if we can get them early enough, we try to negotiate an exit from the contract. The main issues that we have are that, although the identification that these people carry – which is normally their Centrelink card – gives their addresses as Pukatja or Kanpi, nobody checks to see if there is a mobile service in that area. They don't seem to check to see if the client can, indeed, afford that contract of \$70 or \$80 a month, as most of the people who go for these contracts are on Newstart Allowance, which is only \$480 a fortnight. Once they get back and find the phones are useless, they're then left with something that they've got to pay a lot of money for that they can't use. My main problems are, A – the service providers are not ensuring that there is a mobile service in the area. They're not ensuring that the contracts that have been given to the community are understood, as many of the community are illiterate or nearly illiterate. They do not understand the contracts.

FIONA GUTHRIE: OK. Thank you. That's Bernhard Strauner from the APY Lands. There was a lot in that question. There were things around selling practice, affordability, coverage, termination fees. Delia, you sit on what's called the communications committee within the ACCC?

DELIA RICKARD: I do.

FIONA GUTHRIE: Do you want to talk about any of those? The one I thought you might talk about is the coverage one.

DELIA RICKARD: The coverage one is quite simple – there is no coverage in a lot of these places. Certainly the ACCC has had real concerns about selling practices to remote communities without coverage. We've taken a couple of matters recently – in each instance where people were telemarketed phone plans in remote communities, with no coverage, when their phones didn't work, they sort of put them aside. It should be said they should have been able to use their consumer guarantee rights. That makes thee think, we need to talk to financial counsellors within those areas about those rights so they're aware of them. We've taken a number of actions there. These companies not only use cell phones and continue to bill when there's no coverage, they also go into quite aggressive debt-collection actions. One of the actions we've seen was one particular mobile carrier that then pretended to be Simon and did a whole imitation of Simon so that no-one would get to Simon. They also pretended to be a debt collector and wrote letters threatening to take away the furniture, the kids' toys, et cetera. We got some very nice judgements out of those. Most other things, the judge made it clear that not only was this reprehensible conduct, but he wanted fines that were significant enough to deter anyone else from doing that. Coverage claims more generally, though, are a concern. We've done a bit of work around that recently from two different angles. First of all, just looking at how people are going about measuring it – what are the telcos doing? If I get something wrong technically, I apologise. Some just do circles around their towers and have an algorithm and work out the coverage there without taking account of terrain. Other are much better at it. We also found that the maps that the sellers have in the shops are more accurate in terms of coverage than the maps on websites. So there's clearly room for improvement not just into telemarketing to remote communities, where there's huge room for improvement, but we have seen less complaints about that of late, but also just generally in the claims that have been made around coverage.

FIONA GUTHRIE: OK. Thanks, Delia. Christiane, there's lots of issues in that question – what the code would address around that?

CHRISTIANE GILLESPIE-JONES: Yes, you're right, there are a number of issues in there. One that I also picked up here is affordability. Affordable, or generally the suitability of the product or service for customers is probably one of the most difficult issues to tackle in general. In that circumstance, I mean, there is an obligation in the code for the sales representative, for the provider, to explain the financial implications of a post-paid contract to a customer. It depends a bit, of course, to what extent the (inaudible) is able to place that information into context. It's also then quite difficult, of course, from the other side, to judge the customer in front of you on the basis of the information that you have. For example, you have a Centrelink card – that mean that you know the income of the person. Not every person would want to be lectured, in that sense, as to how much of their income they should be spending or not spending on a mobile phone contract. It's a very difficult subject. The code tries to tackle it by looking at appropriate training for sales representatives to understand as much as they can from that given situation, and as I said, at the explanation of what a mobile phone contract means, especially a post-paid contract. The other thing I would like to say is – and Delia would know best about this – there are consumer-law obligations. For example, stipulating what could be dubbed "the contract price" – I think the consumer law calls it the single price – what is the price that you pay over the entire contract duration, as opposed to the 50 bucks you pay per month multiplied by 12 or 24? What is that? That gives customers a real understanding of what it means. I like to compare it to – we have to explain that very often to small providers, that they have this obligation to make this clear in their advertisements. What does it mean if someone buys – we all like to buy barista coffees in the morning. When I tell people, "Have you actually" -

FIONA GUTHRIE: Could I interrupt for a second? What would you actually say to Moe's clients? What would they do?

CHRISTIANE GILLESPIE-JONES: On the affordability issue, I would try to encourage them to look at that contract price. What does that mean over the entire -

FIONA GUTHRIE: Some of them are illiterate. Is there anything...

CHRISTIANE GILLESPIE-JONES: You could ask for it. If you could ask what this means – if you're paying \$2,000 in the next 12 months, I think even an illiterate person understands that information.

The more difficult issue is then to place that into the context of your own income. It would mean that you equally multiply your income, monthly income, over that time, and then put it into context and say, "It's a quarter," which is too much. That is a difficulty, of course. I would, of course, in the context of coverage, we would hope for two things. We would hope, on the provider's side, that providers – I know that many of the big providers do that – train their staff so that they try to tease out that information roughly as to, "Do you live in a remote area? Have you used our service at that location before? Do you know it works? Do you have a friend who uses it?" To try to understand whether that actually is a suitable service. From a provider perspective, we would also hope, of course, that if something has gone wrong, that in that case, if there is actually no service, you would not enforce early termination charges. I don't think that many do. That is something that I would strongly recommend to the case worker to actually approach the mobile phone company and say, "Look, do you really want to enforce early termination charges here? Is that really applicable?"

FIONA GUTHRIE: I think Delia wants to say something, then we might ask Richard.

DELIA RICKARD: I think, there, if they'd made it known where they want to use the phone, they would have rights under their consumer guarantees – the phone wouldn't be fit for purpose. It would be a major fault. They would be able to break the contract. There might have been something around handing the phone back, but the contract wouldn't have been able to be enforced, nor would excessive exit fees from the contract.

FIONA GUTHRIE: Thanks. Richard, your perspective?

RICHARD BEAN: We're in the sort of fence rather than ambulance category, I suppose, and put a great deal of effort over the last couple of years into the revived telecommunications consumer protection code that Christiane has been talking about, and the principal provisions that apply in this story – there are a whole lot – but the ones that immediately spring to mind... The obligation that the suppliers undertake a consumer liability. That's a clear obligation. There are clear obligations around accurate information and inaccurate information. If inaccurate information was provided about coverage that is inaccurate, then there's a breach of the code there. There is a general -

FIONA GUTHRIE: Do you see many of these sort of things? Do they actually get out of the case work files and into the ACMA complaints?

RICHARD BEAN: Well, I think they get to Simon. When they get – what comes to us is the systemic issues from Simon. Simon will talk about how many of those he gets. The other thing to note on coverage is that there was a concern about coverage – there were quite a few complaint. Simon might like to talk about that as well. The ACMA ran a forum about mobile network performance to try to get to the bottom of the issues there. Really, when it came down to it, a lot of radio-physicists in the room. It's difficult and complicated – predicting actual coverage is difficult. It's probably not difficult in that territory, 500km west of Alice Springs. Nevertheless, the industry committed to try and educate it consumers about mobile network performance and how it's a bit of a black art and so on. It's an education, there's an education piece there.

FIONA GUTHRIE: Yep. Simon, let's hear – do they end up fixing things?

SIMON COHEN: Well, many of them do. One of the things I think about these devices is that they're irresistible to people who live in remote areas as much as they are for people who live in metropolitan areas as well. Indeed, I understand that they're replacing not only a music device, but also cameras in those communities, because people find them to be incredibly attractive devices, as all of us do. From our perspective, when these sorts of complaints come in, we're really interested in understanding the conversation that took place at the time that the sale was entered into. What questions were asked by the provider? What information were they given? What information were they shown? And then actually having a look at the nature of the usage of the product after sale – was it actually being used? Were they downloading data? Was there an actual usage of the device that reflected the fact of somebody entering into a telecommunications service? Clearly, issues around affordability and financial hardship would arise. We'd look at those – not only consistent with the code obligations, but I think also applying a fairness test over the top of that and understanding what that looks like from an ordinary person's perspective. As Richard said, we have and continue to identify systemic issues around people selling not just mobile devices, but a range of telecommunications services in remote

and regional communities to consumers who are vulnerable, who don't understand the contracts, who end up agreeing to things that they never expected and that they can't afford. I think it's really positive to see regulators being really assertive in those areas to stop those sort of practices. One of the thoughts that we've had is whether moving from such a reactive space to a more proactive space where telcos, reputable telcos, work with those community to actually build the understanding amongst leaders in those communities of the sorts of services that they're offering so that there can be, in essence, some foresight within those communities about what might or might not work for them.

FIONA GUTHRIE: OK. You're sort of finishing us on a positive note, an optimistic note, which is nice. When I saw that question, I wasn't surprised by it. I wonder whether it surprised anyone else. Do we think those sort of problems are getting worse, or better? Simon seemed to suggest that perhaps we're it earning the corner and we're fixing them up? Christiane, what do you think just really quickly, 10 seconds or so.

CHRISTIANE GILLESPIE-JONES: I would hope and think, also, that things are getting, probably, slightly better with regards to coverage in terms of people understand the limitations of coverage and where to expect it and where not to. I think the expectation of matching a suitable product to that specific customer will be one of the most challenging issues pretty much as long as we have a complex or huger range of services with a huge range of different customer types.

FIONA GUTHRIE: Mm, OK. Thank you. Right. Any last drinks, as they say? We might move onto the second one. This is Garry Rothman's question. Garry is a financial counsellor – I think he tells you. I'll let him do that.

NEW SPEAKER: Hi. I'm Garry and I'm a financial counsellor with Odyssey House Victoria. I'm concerned about the ongoing practice of telcos opening mobile phone plans for one person in the name of another person. Recently, I had a 60-year-old woman approach me for help. She and her daughter had gone into a Vodafone store to get a pre-paid mobile phone. What they came out with was a plan in the mother's name. Unfortunately, the daughter was unwell and she disappeared, and left the mother with a \$1,000 bill. This is not an isolated incident. I've seen this from many of the telco companies. What can we do to stop this practice, and what protections do consumers have?

FIONA GUTHRIE: Thanks, Garry. Simon, we ended the last little bit with you. We might start with you again. Do you see those kind of complaints very much within TIO?

SIMON COHEN: We certainly see complaints where people enter into contract for services that are going to be used by other people. We most commonly see them in the circumstance of children and parents. In those circumstances, we see parents who are on the front foot taking a lot of steps to reduce their own risk from those sorts of excessive charges. Many parents, for example, buy pre-paid services for their children rather than post-paid services, so that they limit their financial risk. But I do think it is the case that there are consumers who don't understand, when they enter into those sorts of contracts for another person, of the potential financial liability that they're opening themselves up to. And certainly, in some circumstances, they don't even get to see the regular charges that consumers are receiving – that the consumer's receiving on those accounts. But they're ultimately responsible for paying them. So the issues that Garry raises – I think Garry's service is incredible, Fiona, in the context of the extraordinary disadvantage of the clients who approach Odyssey House, often with drug, alcohol and gambling issues, as well as debt issues, where telcos are just one of a whole range of debts. Where consumers are ending up with this open-ended potential liability, the sorts of risks that Garry raises are absolutely real ones, and ones we do see in our complaints.

FIONA GUTHRIE: I'm just know going to open it up. Who would like to comment about that? Just jump in. Richard?

RICHARD BEAN: OK. There are very clear obligations under the code, which apply to these situations. Most of them do, to an extent – well, some rely on the consumer being very articulate about their particular circumstances, which is a problem. But where it's quite clear under the code that if a consumer identifies a particular need to the supplier, then the supplier has to indicate whether they have a product that will suit their circumstances or not, and be a good salesperson and not make a sale if they don't. There's a lot of emphasis on fair sales practices. There are clear obligations to promote and sell in a fair and accurate manner. There are obligations to train sales representatives in

providing information in a fair and accurate manner. And there are obligations to take reasonable steps to cater for the needs of vulnerable consumers. Again, there's an obligation to train sales representatives to be aware of those issues and to take particular care when dealing with vulnerable consumers. It should be pretty clear to operators and salespeople in circumstances such as these what their obligations are. Clearly, it doesn't always work.

FIONA GUTHRIE: No. We saw it then. Delia, you were going to comment? I know Christiane wants to.

DELIA RICKARD: It's hard without knowing the actual circumstances and whether or not the daughter presented as having a disability or it wasn't obvious to the salesperson. What the mother went into there to ask for is the right sort of thing – a pre-paid plan. I would be looking, too, at what the remuneration structure is there for those salespeople. All the training in the world – they're paid under commissions-based sales, where they'll get paid more for one than the other – that will distort the results, not fix it. If this was a situation where it was really clearly obvious how inappropriate the upselling was, it could potentially be a bit of unconscionable conduct. It's hard to tell, on the basis of those facts. I think the rules that are in place in the code are really important, but you need to look at the structure of the sales mechanisms to make sure that they support those rules.

FIONA GUTHRIE: Yep. It seems what I'm hearing is that we have the rules in place, but it's not necessarily translating always into the marketplace. Is that a fair thing to say, Christiane?

CHRISTIANE GILLESPIE-JONES: I would say it is. There is another rule in the code saying that, if it is a parent, that the person entering into the contract is not the principal user of that service, then you must be specifically told that you still remain liable for that service. There's a whole lot range of obligations that would come into play with this. But again, it boils down to selling the right service to the right person. As Delia said, the person came into the store with the understanding, "I buy a pre-paid product," which is the right product in the circumstances – at least it seems to be – and walks out with something completely different. Now, in terms of what we can advise customers in these circumstances, it's probably a bit like your general advice. Be sceptical. If all of a sudden you have a completely different product from what you thought you would have, or would want to have, be sceptical whether there might be an ulterior motive. Also, the other thing that we need to take out of that is – sometimes it will be blatantly obvious that there is a certain need and you can or cannot match it, and you should sell a certain product or not sell a certain product. But in many cases, it will not be obvious. Either the customer makes it obvious, and then the salesperson has a chance to also do something, or the salesperson needs to be very well trained, also, to pick up that need, even if it's not explicitly disclosed. I think we probably need to work from both sides – that a customer makes their needs clear, but also from the other side that sales reps are able to pick up something that is not blatantly obvious.

FIONA GUTHRIE: What happens – if you're the financial counsellor, if you're Garry Rothman, where do you go with this? Delia has mentioned unconscionability. Simon's talked about people understanding the contracts and what they're signing up for. Both of you have talked about some really good provisions in the code. What does the financial counsellor do? Who do they go to?

DELIA RICKARD: Why don't you start with the IDR? Hopefully, when you go through a scenario like that, you will get a sympathetic hearing. That would be the goal. But after that, off to Simon.

FIONA GUTHRIE: What's your experience, Simon?

CHRISTIANE GILLESPIE-JONES: I should mention that IDR is Internal Dispute Resolution.

FIONA GUTHRIE: Yes, that would be Internal Dispute Resolution within the company.

SIMON COHEN: I think internal dispute resolution is a starting point, but for consumers who are in financial hardship, some telcos have specialised teams that are actually in place to assist in dealing with those matters specifically. But certainly, if a consumer, a financial counsellor, has a problem like this, and they're not getting traction with their service provider, coming to the TIO is the next step in the dispute resolution process. I would say, Fiona, that financial counsellors, in my experience, are extremely stretched for time, and that the need to have multiple interactions with internal dispute

resolution and external dispute resolution gets in the way of them helping other clients. I do think there is a case for telcos to have – particularly big telcos – to be having strong dialogues with financial counsellors about making sure that they've got good and dedicated places that they can go to, to cut through those organisations and end up with someone who can actually assist them. I think that that's something that would be beneficial to the whole community.

FIONA GUTHRIE: Am, m. Then I'm thinking about people who can't get to go to a financial counsellor, they wouldn't know where to go.

SIMON COHEN: Hopefully they would not go to a credit repair agency!

FIONA GUTHRIE: I'm going to suggest that we pause here for a moment. I'm going to invite you to speak to either the person next to you or if you're sitting by yourself, you may like to shift and talk to somebody, or you may like to stay where you are. The reason I'm suggesting we do this is it gives you a minute to process what you've just heard. I will invite you, after that, if there are any questions or any comments, we'd be delighted to hear them. But it doesn't matter if there isn't. It just gives us a chance to think about two really penetrating questions and some really interesting commentary before we move on into some other issues. So you had Moe talking about coverage, termination fees, selling practices and affordability. We've just listened to Garry talk about mis-selling and people ending up in the wrong contract. I'll just give you a minute to do that and have a bit of a chat, and the panel will do the same thing.

Off you go!

FIONA GUTHRIE: Alright, let's come back.

So we have a very experienced panel. Happy to hear comments and questions, and then we'll move on to another video. Even if you don't have a question and you have had a chance to think about what you have just seen...

Thank you.

NEW SPEAKER: David Haviet. A penetrating question of the obvious – both the case studies actually involve behaviour which would contravene consumer law, with or without a code. Therefore, any amount of the work being done on code writing is, quite frankly, irrelevant if people can break consumer law without consequences. I understand the ACCC has limited resources. The question comes down to whether the penalties for some of these breaches are correct. Over in cartel land you don't just find companies, but individuals, in the cartel behaviour. Is it time consumer law took the same route and there were potentially fines for managers who were negligent in enforcing consumer protection law in their organisations.

FIONA GUTHRIE: That is a provocative statement, thank you, David.

DELIA RICKARD: We do take action. In the matter I was referring to earlier on we took action against three individuals in that matter and got penalties and had two of them barred for being involved in a management role for three or four years. So I agree, you do need to take action against individuals and we do do it.

NEW SPEAKER: You need to do it more!

FIONA GUTHRIE: We want to see more of it, I think, yes. There is a question at the back, thank you.

NEW SPEAKER: Marcus Wigan. I have an interesting conflict to put forward. The first one is that contract law requires full information to be disclosed and the second one is, if you do it in a way that people understand, it's anti-sales. Consequently, putting those two together, if you require a statement to be signed that you understand you are going to be paying \$2,400 and must pay it, and it will go on for two years, whatever you do, that would be a good start.

FIONA GUTHRIE: So you are arguing for better...

NEW SPEAKER: ..and statements like that at the front end of the contract would then provide an accountability trail. I can see it being probably the most unpopular single measure you could do for the sales of phones.

FIONA GUTHRIE: Sorry, I wanted to be clear – are you arguing for a better disclosure?

NEW SPEAKER: Just make them sign, make the customer and the supplier sign a statement saying, "I understand that this is going to cost me \$2,500 even if I can't use it" and a couple of other similar statements.

FIONA GUTHRIE: Thank you. Comments?

DELIA RICKARD: I will and then I will be quiet. Look, that sounds very good, but having seen that applied in a whole range of areas, such as financial services, when the consumer is focused on getting their brand new iPhone 6 and going and using it and playing with it they're not going to read it. They will sign anything. So it is good in theory. I'm sceptical, in practice, how effective it will be.

NEW SPEAKER: I do think any steps that can be taken to simply explain to consumers what they are signing up for with positive steps and I think the consumer information statement in the current code is a step in the right direction. I was reflecting during your question, this week alone I've signed three click wraps on products and I haven't read a single term in any of them and I have no idea what I've signed up for. It has just literally been a step in a process to achieve an outcome. So I think, however that information is made simple to consumers, in whatever context, be it the price of a product, the privacy settings in relation to a product – all of those things, I think, are really critical, not from a legal perspective, but just from – what's the point of signing somebody up for something that they can't afford and they ultimately don't want? Nobody wins through that – neither providers nor consumers in that equation.

FIONA GUTHRIE: One more. This side of the room was obviously the more talk active side!

NEW SPEAKER: Really just following on from that, I really strongly support what you were just saying. And there are specific accessibility guidelines and plain English guidelines that could be looked at. So I really think that is an area – and ways in which you can produce information so even for people with limited literacy, they can understand it. So I think that should be looked at so people can be up front with it. And one of the other things that we discussed was the need to provide good training for people in the different kinds of disabilities. So I think that's an area that definitely is open for a lot more development.

FIONA GUTHRIE: OK, thank you very much. I think that was a comment!

NEW SPEAKER: I mean, I'm interested to hear if anyone has got any further thoughts on that

FIONA GUTHRIE: Would anyone like to comment?

DELIA RICKARD: Just to qualify what I said earlier, I don't disagree with any of that and people to need good, clear language and knowing the total price is a good thing to do. One of the things that concerns me is when you suddenly get people to sign things, it gives it an extra level of legality which will stop them sometimes pursuing their rights and can be used against them later on and that's why I'm just concerned about that particular solution.

RICHARD BEAN: I might just add, in defence of code making, it does have a normative effect and I think it is clear there has been an improvement in the telco area in the last three years, that the tremendous confusion that was the norm has lessened, has lifted a little. The information statement helps, and there has been a bit of a shift, I think, in this particular market. I think plans are a bit easier to understand and information is a little bit clearer. Certainly for the major players, there is a consciousness, or at least a professed awareness, that, as Simon says, it is in nobody's interests to be selling products to people that they don't really want. It is immensely expensive to deal with these kinds of complaints apart from anything else.

FIONA GUTHRIE: Alright, let's move on. Let's watch our third video question, from Liz Simpson.

NEW SPEAKER: We have had a number of clients, all of whom are new migrants and asylum-seekers, that have approached us for help with post-paid mobile phone contracts. A common complaint is that they don't understand point of sale information on the contracts. Many of our clients have told us that they were not offered an interpreter at the point of sale, notwithstanding that it would be immediately apparent to sales staff that they do not speak or read English and so they don't fully understand the terms of the contract. So it is not until they receive their first bill that they realise they've accumulated \$200 or more in debt, often from overseas calls excess data usage. But at that point they can't cancel the contract without further charges. And they struggle to deal with the system because of those language barriers. Many of the clients are unable to pay off their bills because they are on visas that prevent them from working or they are working in cash in hand jobs. However there was a lack of transparency in policies and financial hardship and we found it extremely difficult to negotiate debt waivers for these clients. My question is, should industry be required to have clear guidelines and training for sales staff and representatives about working with vulnerable consumers, especially from cold backgrounds. I was also interested if anyone on the panel had any comments about the lack of transparency that many companies have on their financial hardship policies. It is often unclear, for example, if they offer any waivers or repayment plans. Thanks.

FIONA GUTHRIE: Thank you to Liz. I think we have this dichotomy between what the code says, because we've already heard already how there is requirements to have clear training and those kinds of things and what's actually happening in terms of case workers on the ground. Fair comment or not? Simon?

SIMON COHEN: I think, firstly, that clearly where telcos are marketing their products to communities whose first language isn't English, there's a responsibility on those telcos to make sure they have staff that are proficient in those languages. I'm aware that a number substantial number of providers do have and promote the use of interpreter services to try and assist in the formation of a real agreement between people whose first language isn't English and the telco. But I would be, Fiona, less than honest if I didn't say that in terms of financial hardship that I think telcos have got a way to go. I think that there are some positive steps in the code that are a step in the right direction, and I think the recent work that both Comms Alliance and a range of consumer organisations and telcos have been engaged in to try and identify what good practice looks like in financial hardship is really positive.

One of the reflections that I have, I think, is that learnings from one industry don't translate well to other industries. You see great practice in telecommunications across a range of areas about how to use technology that probably aren't being reflected in other industries. But equally, you are not seeing some of those really critical consumer-facing areas that other areas like financial institutions, I think, are doing really strongly in, through to really great practice in the telco industry as well.

FIONA GUTHRIE: Christiane, I'm sure you want to talk about the obligation around languages.

CHRISTIANE GILLESPIE-JONES: I think Richard mentioned a lot of those before already, so I don't think it's so much that the code or consumer law doesn't cater for what needs to be done in these circumstances and I know, as Simon also mentioned, that a lot of providers do actually offer interpreter services, they sometimes have documents in different languages, et cetera. I think the key aspect out of this specific case study was, if you obviously have a person in front of you who doesn't speak English and you have not been able, through some external means, be it interpreter or something else, been able to communicate via a third party with that person, then you would think you are not selling that person a contract and certainly not a post-paid contract. You might try with a very cheap SIM card to somehow facilitate communication with them. I mean, pre-paid. But I think that's where also consumer law probably kicks in and says, well, in that case you don't sell a contract. So it is, as you pointed out in the beginning, assist not so much what the law or the code already says, it is the application of that. I would think we do see a lot of good stuff in that space but we also see the cracks that you mentioned and this seems to be some of that. Again, in terms of recommendations, not always easy to do. Bring a friend, bring someone who can act on your behalf. We do push also that telecoms providers must allow you to easily appoint an advocate or authorised representative. Do try to make use of that. In specific circumstances like refugees, they don't come to this country with a whole bunch of friends, you know, that could translate for them in English. So that's where we get to even smaller cracks, where we need to work on. But, overall, I would think it is more an issue of the application of what already is there to actually make the network tighter, and the cracks smaller.

FIONA GUTHRIE: OK, these cracks are just running through the whole afternoon!

Richard, do you want to pick it up? Christiane sort of dealt with the issue around language and people from different cultural backgrounds. What about around the code and financial hardship? So Simon made a very diplomatic comment saying perhaps there's more that could be done in that space and you may not be able to share a view as a regulator, but you may very well be amongst this roomful of friends!

SIMON COHEN: Well...

RICHARD BEAN: Well, it's hard to say more than there should be a hardship regulation in the code. There is a bit more than that. The policy is supposed to – well, must – outline the options available to the customer in those circumstances, provide contact details, provide details of community financial counsellors that they can contact to obtain help from your sector. Be easily accessible – which is a nice catch-all for being intelligible to people from different cultural and linguistic backgrounds. There is another obligation, which is a general obligation, which relates to the whole code, which is that the telecommunications companies are obliged to annualise the complaint information they get to analyse the complaint information they get to identify systemic problems. So if, in fact, this is a wider issue and these are not isolated cases, then the company should be aware of this.

FIONA GUTHRIE: But let's assume it is not an isolated case – what would happen?

RICHARD BEAN: Well, the analysis of the complaints information which I imagine Simon does on their behalf.

FIONA GUTHRIE: This would not be an isolated case, it would be fair to say, in my experience?

SIMON COHEN: Well, I think there are certainly circumstances where telcos may market their services to some of these communities and from our experience, the detriment that can arise from that falls from the fact that consumers are signing up for services that they don't understand and, in many circumstances, that they don't want.

FIONA GUTHRIE: I think we might move to the next question because it sort of fleshes this out a bit more. So this is a question from Helen, who is a financial counsellor in South Australia. We'll keep going with this theme, but she has a similar kind of issue.

NEW SPEAKER: My name is Helen and I'm a financial counsellor at Flinders University students' association in Adelaide. My question to the panel relates to post-paid mobile phone contracts and the advertising of unlimited calls and texts. Flinders University has a large community of international students. These students often enter into post-paid contracts as soon as they arrive in Adelaide, either including a phone or utilising one they've brought from their home country. They often enter into contracts advertising unlimited calls with the belief that this includes international calls. An example is one student who, within twelve days of entering into a \$59 per month contract, had accumulated a debt of \$700 as he had called home every day, believing these calls were included. When he received the alert text from the retailer, he immediately rang and queried the charges. When he was advised of excluded calls and he let them know that he believed they were included, the response was, "Too bad", although they did allow him to pay in instalments. My question is, what can be done at point of sale to clearly define for all consumers, but particularly those where English is a second language, what is and isn't included in plans retailed as "Unlimited", and is the term "Unlimited" actually misleading or confusing. Thank you.

FIONA GUTHRIE: So we raised the issue of unlimited in that question which is a whole new ball game, but just teasing out high bills, again we've got this theme of people not understanding contracts and the theme of better education. And we have these things in the code. So when these things go wrong – we were just talking before we finished off then about financial hardship and someone trying to address their problems. Now, Simon, you are seeing fewer complaints about high bills, I understand? That's right?

SIMON COHEN: Well, we've certainly seen reduced complaints more generally over the past few years, Fiona. One of the things that strikes me about Helen's question, if I could, is, in some respects, the new Australians who Helen deals with are in a more advantaged position than many of the other new arrivals in Australia, people who come from refugee camps or places where not only have they not had a mobile phone contract before but they've possibly never had a contract before and they don't even know what a contract is. But the very first thing they want to do when they land in Australia is to actually get a means of communicating with family back home. So often, one of the very first contracts that they enter – and that is certainly our experience from going out to Bring Your Bill days in migrant communities, one of the very first contracts they enter is a mobile phone contract. And I think it both highlights the dilemma for telcos and also highlights their responsibilities, because it's very difficult for someone who has never had a contract ever before in their life to explain what a contract is, and what it means, and what that's going to mean for you. But equally, if that's not done effectively and somebody walks out of a shop, or however they obtain it, with a product that they don't really understand that they think they can use in all sorts of ways that they can't, and they end up with charges that in no way are they ever going to be able to afford, that's when the disadvantage comes not just to the consumer but to the provider themselves. So I think it's a really, really difficult dilemma and it's one that I think has many layers through it.

FIONA GUTHRIE: It has. Delia?

DELIA RICKARD: I thought I might put down a challenge for our respective organisations that we could combine and get done – I have been trying to get it done but I haven't been able to find any resources. There is a fantastic kit for A S I C put together for settlement workers and they are the people who work with refugees and humanitarian entrants. It is a financial literacy kit, but it talks about electricity contracts and what to watch out for and fixed term contracts and it goes through all of those sort of core things. But the one thing it doesn't have in there – and it is one that is done in languages, plus training for the teachers, et cetera, but one thing it doesn't have in there is something on telephones. And the way the kits work is not particularly expensive and it is all done with the department of immigration who funds these. So I think out of today we should between us collectively find somebody who sit down and do the work and get it into that kit. Because it is being used in all of their learning English languages, et cetera, and it's really trying to target the issues they have.

FIONA GUTHRIE: It is a fabulous kit.

DELIA RICKARD: It is a fantastic kit. So we should talk, Simon. It would be worth getting this in there.

(LAUGHTER)

The other things I want to say on unlimited.

FIONA GUTHRIE: Yes, I think we should go to unlimited.

DELIA RICKARD: Yes, and the ACCC has taken a number of cases in this area, the most recent being the Aldi matter, which is not related to the supermarket, where they claimed it was to be unlimited and in fact there were all sorts of restrictions in terms of numbers of things per day and overseas calls and all of those sorts of things. And you shouldn't be using the term "Unlimited" if you can't make overseas calls and basic things people want to use a phone for and you need to have that disclosure on the packaging, the card and the promotional material.

FIONA GUTHRIE: So the obvious then, as a consumer advocate, is why hasn't the ACCC taken action?

DELIA RICKARD: I've got four cases in front of me where we've taken on "Unlimited".

FIONA GUTHRIE: I knew you would say that!

(LAUGHTER)

DELIA RICKARD: I don't have all the details, though.

FIONA GUTHRIE: Christiane?

CHRISTIANE GILLESPIE-JONES: At the risk of becoming a bit unpopular, just in that specific case that was described here, I mean, our experience would be – and I think that was specifically about international students coming here, so students, or people who do not have English as their first language, but do usually also speak a reasonable amount of English – and I think what comes into play here is also what Simon described, or Delia – you want to have a phone, you want to have a phone contract, you just want to talk. And to a certain extent, I would also think that there is also an obligation to read the material that you do get before the contract to actually see whether that service is unlimited in that sense or not. And I appreciate that the use of the term – but why I say this is that the TCP code has this famous document, "The critical information summary" and I have read probably around 400 to 500 in the past month of those because that's what I do and I can tell you that pretty much always, as they have to, companies would disclose that the following things are not included – international calls, and so on. So it is disclosed in a document that is two pages long, a maximum of two A 4 pages and we strongly encourage everyone – and I mean, four pages, so they have a lot of white space to that, too, to read through those few key things that you need to know if you are in any way able to read English. It is usually in fairly plain English and it's usually fairly understandable. It's one of the key tools I would say that came out of the TCP code where one can say that seems to work pretty well.

FIONA GUTHRIE: That's good to hear. I'm going to tease Richard slightly, so forgive me. I'm going to give you an unlimited amount of time but after two minutes I will cut you off!

CHRISTIANE GILLESPIE-JONES: You can't do that! No numerical limitation!

FIONA GUTHRIE: It is clearly disclosed! What's your view?

RICHARD BEAN: We discussed this during the development of the code, particularly "Unlimited" and "Cap" and Delia can talk about "Free" probably! At even greater length!

FIONA GUTHRIE: We should go there.

RICHARD BEAN: Particularly "Cap" and "Unlimited", which in our view caused immense grief for little gain, and significant strides were made. "Cap" is no longer used and that is a tremendous advance. What was previously commonly described in this country as a cap, which is a minimum payment is no longer done. Unlimited, we still have a bit of a way to go with, and part of the reason for that is that the way that the code provisions work around "Unlimited" was very difficult to articulate, and because companies do want to offer "Unlimited" categories of certain things and why shouldn't they be able to? It is quite common now to get unlimited local within Australia calls and so on. You never get unlimited international calls because there are third parties involved and so on and the lack of control the companies have. But you will always run into trouble when you permit the use of the language in some way and you rely on people understanding the qualifications. And the way the code works at the moment around "Unlimited", it prohibits the use of inappropriately unqualified unlimited claims. Now, you might think that an unlimited claim ought to be unlimited and once it is qualified as not unlimited then you shouldn't use it. So I think there is still some work to be done and the industry knowledge is there is some work to be done there. But we've already discussed in a lot of instances how, even where the code is perfect, the problems persist and this really is a problem of understanding and the obligations around providing information in a way that is appropriate for the recipient and ensuring that consent is properly informed and so on. They all exist and all of us do our best to ensure that people act in that way.

CHRISTIANE GILLESPIE-JONES: If I may, something else. I think industry has acknowledged that there is a problem, or at least can be a problem. And while there is still some time needed probably to filter through and really get the message across, but industry has, in its own kind of limits, issued some sort of guidelines saying, look, if you use the term "Unlimited" and if you then have a fair use policy which usually comes with that term, these are the things that you can do and these are – or that we think you can do, and these are the things that you should not do. The one thing, for example, that you should not do is you don't call it "Unlimited" and then you say "Unlimited for us mean 4,000 calls and 300 texts". You can talk about if you have a phone contract for residential use, you can use it for residential, but not for massive business use. You don't use it for fraudulent activities, et cetera. So

these limitations are, roughly speaking, OK, but a numerical value around it is not OK. Industry tries to push that message and we try to push that message and I'm sure the ACCC pushes even harder and probably better than most of us.

FIONA GUTHRIE: That's good, that was a really useful discussion, just, I think, to understand where the debate had got to. Really helpful. So things have progressed, is how I would summarise it. Let's move to the last question.

About 20% of Australians do not use the internet. CSIRO research found the majority of these people lack the skills to use technology, and nearly a third couldn't afford the access. Almost a 3rd of our customers cannot afford to maintain internet access. That affects ability to seek employment and to seek real estate rental properties. Government departments and Hume Housing are looking to streamline, in communication with customers, directing online for information, application and resources. What affordable options are there for our customers now and in the future

NEW SPEAKER: Fair and equitable access for resources for school-aged children, so there's no barriers for them to participate and excel at school, are a critical item for us to investigate as well. Is there a role for government in making sure training and subsidised access is available for all Australians? Can the NBN, on its own, deliver affordable options for our customers? Thank you.

FIONA GUTHRIE: Well, don't say we don't tackle the big issues on this panel, because we do. Affordability. Richard, I'll ask you to comment first. Helen asked about the role for government, about the NBN. We've got an interplay here between competition and marketplace solutions, what the government can do or can't do...

RICHARD BEAN: Well, this will be quick.

(LAUGHTER)

Fundamentally, telecommunications in this country is a regulated market. The view that government takes is that it's a market, with regulations around it. The ACMA does not regulate prices. We do undertake research, though, which does show that, in the last four years, there's been a dramatic increase in broadband connection – from around two-thirds to four-fifths of homes with broadband connections. There's no doubt that the footprint is expanding. You would hope that it follows that the divide is shrinking. You heard the Parliamentary Secretary this morning talk about the continued existence of the so-called digital divide and the government's proposals for doing something about it. Clearly, the government takes the view that there's a role for government here. But overall, the market – in terms of coverage and reach and adoption, the market has been very successful in this country. But it's clear that government sees a role in closing the hard part – the final gap – sure. It just doesn't happen to fall to the ACMA.

FIONA GUTHRIE: I understand. I think you have a broader perspective, intellectually, because of your background. Deal you, you're keen to jump in on this one. It's a tricky one, isn't it?

DELIA RICKARD: It is a tricky one, but I think the ACCC, the competition regulator, as opposed to the consumer regulator in this instance – the ACCC, as the competition regulator, had as a real interest in ensuring that prices are reasonable and bringing prices down. Certainly, since 2006-2007, cost of broadband in Australia has reduced by 20.9%. Whilst we're seeing that it's continuing to decline but not quite at the same rate because they're competing on different issues in the broadband marketing these days, but in terms of our role and regulating the NBN, driving competition that should result in competitive pricing is a core focus for us in our NBN role. I think, if you look at the stats across telecommunications generally, it's delivered huge price reductions, having a competitive marketplace. That's something we focus on very much. The other thing that I think we need to do, going back to a consumer-protection hat, is – provide people with tools and the ability to work out how much data they need. 'Cause one of the things that we often see happen is people overprovision for their data needs. They buy more data than they're going to use because they're worried about having to pay those steep prices you have to pay, or "putting the throttle on it" or slowing you down, if they've exceeded their limit. Helping people to work out what they need. But also, in terms of the NBN, what everyone hopes to see is that there are some good, basic products. If you think of the basic banking product by way of an analogy – good, basic, some broadband at a reasonable price, and I think it's our

expectations that we'll be seeing. The problem that's talked about is a real problem – I think some of that will be dealt with by competition in telecommunications. Some of it needs to be dealt through schools and libraries.

FIONA GUTHRIE: Helen suggested subsidies. Simon, what's your perspective on this issue? Do you get many complaints which essentially are affordability? Probably not.

SIMON COHEN: Not as such. But I suppose I have a couple of reflections. I think the first thing is to reflect that, um, in many respects, the whole range of telecommunications services – rather than just broadband services – the cost of those as against the scope or range of services that consumers are receiving, that there's a relativity there. While the proportion of household expense that's been spent on telecommunications has been reasonably stable over the last decade, the range of services consumers are receiving for that spend has grown exponentially. I think that an absolute credit to the competitive market that's been created and the innovation that's been driven by our telcos. I also, though, would reflect that what's an essential service for different types of consumers is going to differ very much. For a family who live with schoolchildren who need to access the internet to do homework, that's a very different essential service to a young homeless person who needs to, perhaps, have access to a hand-held device with the ability to access mobile data, to be able to find out where to sleep that night or to know where their next job appointment is. I think that some of the solutions to this aren't just going to be about subsidies or the like, but actually some of the technology solutions around publicly available wi-fi, around people being able to share their capacity with others, and those sorts of things. The issue is a very real one. I think the talk this morning of Gerd would just, to me, say that the needs of people in the community are just going to get greater and greater. You don't want to lock yourself into a particular response about it, but I think you've just got to be incredibly flexible about understanding how affordability can be managed in the country changes that we're seeing.

FIONA GUTHRIE: Thanks. I'm just thinking we might have one of our pregnant pauses for a second and ask for reactions and comments around the last questions you've just seen, and this big issue of affordability, or the questions you heard about people not understanding contracts they're going into, and come back again. I'll give you a minute to discuss that. This will be our final session before we draw this panel to a close. Just a minute to have a little chat...

FIONA GUTHRIE: OK. Are there any comments or questions from the audience about anything in the last... Person at the front here, please? Mike runners? Like the blade runners? Over to your right. Keep going – warm, warm, warm – hot!

NEW SPEAKER: Hello. Sorry.

FIONA GUTHRIE: Oh, a journalist.

NEW SPEAKER: Thanks, David.

FIONA GUTHRIE:

(LAUGHS)

You've been outed.

NEW SPEAKER: Just in terms – I was interested in what you said about the "unlimited" label being a little bit dangerous. One could say the two biggest users of that, in terms of market share, would be Optus and Vodafone, who use "unlimited" and "infinite". Next to their boxes, they always make the point, as you said, which is that it's limited to national calls and it's not international calls. Is that basically what the rest of the industry should aspire to, or is there more action needed to improve that as well?

FIONA GUTHRIE: Who is going to take that one in

CHRISTIANE GILLESPIE-JONES: Let me take a start. I think it is important that companies can make an offer, an "unlimited" offer, but limit that to a specific class of their service. Personally, and I think also from a code perspective – Delia would be better placed from consumer law perspective – there is

nothing wrong, as such, with that if the limitations have been made clear to the customer before they enter into the contract. While there have been a few cases in the past, but I'm fairly confident from what I see so far that this practice improves, that the limitations are being made clearer, and that customers, with a certain duty of care that you have as a customer, also, to read some of the information before you, that you know reasonably what you enter into with that unlimited term. The other issue, then, is the fair use policies, which can be very hidden. That is something we would certainly not aspire to – that you have restrictions in a fair use policy, and that, in turn, is hidden away somewhere on a website.

FIONA GUTHRIE: Thanks, Christiane. Any other questions or comments? Sorry, deal I a.

DELIA RICKARD: There's nothing wrong with saying "unlimited SMS calls", for instance, if they're the same prominence type or read together – there's no problem with doing that. You get into problems when you have your asterisk and small print. It's about whether or not a misleading impression is provided. If you say "unlimited local calls" and "unlimited SMS" in the same line, same type, that not an issue.

RICHARD BEAN: I think we see it as a good thing that the idea of included value is becoming less prominent. So, products which have unlimited national calls, unlimited SMS, certain number of minutes available – those kinds of things, although there are always risks that people won't understand what they're getting into, are a lot better than what we used to see – the so-called caps of, you know, \$550 worth of something for \$59. I mean, it's pretty obvious that's actually \$59 worth of something, and no-one could understand how much of anything they got. The industry has moved a long way from those days.

FIONA GUTHRIE: OK. Thank you. Any other comments or questions?

NEW SPEAKER: I was going to say, that \$250 – included dollar, \$25 – it's still there.

RICHARD BEAN: It's not vanished, but I think as a general proposition it's rarer, and it is easier to tell what you're getting than you used to.

FIONA GUTHRIE: OK. And Keith Bes p grove at the back?

NEW SPEAKER: Thank you. Two comments – I don't know if anyone wants to respond to them. The first was I was involved with some of the development at the TCB code. Just to reflect on the earlier conversation about "unlimited", I was reminded at times in those discussion of the comment in Alice in wonderland that a word can mean whatever I want it to mean.

(LAUGHTER)

Certainly there were times when it seemed the telco view of something like "cap" or "unlimited" meant something altogether different to the English parlance. I wanted to ask whether governments have a role in dealing with the proportion of the population that either don't have access or don't have training. My personal view is that governments will sooner or later address this issue if, for no other reason, than because government increasingly wishes to use online mechanisms to interact with citizens. Increasingly, Centrelink will want to use the internet as the preferred mechanism for dealing with the vast bulk of its clients. There's a piece missing there right now, in terms of accessibility and training, which until it is fully addressed, the savings to DHS, for example, can't be fully realised. So it does seem to me that, sooner or later, government service providers will have to do something about closing that link if they're to try and achieve the savings that they're looking to achieve. Thank you.

FIONA GUTHRIE: Anyone want to comment on that? No?

I think that's a very perceptive remark. Thanks, Keith. Look, let's draw this to a close. I'm going to ask the panel to comment on two question said – they don't have to comment on any, if they don't want to. The final two questions for each of them are, if you had to draw the themes from today's discussions out, what would they be? I'd also think, given the calibre of the people we have on this panel and their knowledge and expertise, is there something that we have not given them a chance to say that they

would like to say? Something important? I've invited the panel to also comment on that if they wish. Christiane, are you right to start? You've had all of 10 second' thinking time!

CHRISTIANE GILLESPIE-JONES: In terms of drawing out of the essence of this discussion – I think the I made the point earlier, it is this difficulty of matching a service to a customer and selling the – the general selling practice. I think there are enough laws and regulations in place. It's not so much whether something is not regulated enough or codified, et cetera. Actually, it's very often a different piece of legislation that would be helpful, if it could be drawn together. That's not so much the issue. I think it's an issue of actually bringing the two together – the salesperson providing the right product to the customer. That why I also would encourage everyone, as a customer, and also the aid workers, et cetera, to encourage the clientele that they're working with – do provide as much information as you can when you are actually facing a sales representative. It is difficult for them. It is difficult for you. And you just maximise the chances of getting things right if, from both sides, you provide the maximum amount of information that you can give in that moment.

FIONA GUTHRIE: Is there anything you wanted to say that I haven't given you a chance to say?

CHRISTIANE GILLESPIE-JONES: No, I feel...

FIONA GUTHRIE: What a wonderful audience they are, or something like that?

CHRISTIANE GILLESPIE-JONES: That's exactly what I was thinking.

(LAUGHTER)

FIONA GUTHRIE: Thank you. Simon, would you like to go next?

SIMON COHEN: Thanks, Fiona. I was thinking about your beginning comment about fences. And then I was thinking about cars, which of course was what I was going to be driving if I hadn't landed here. And thinking, was it the consumer who's the driver of the car that's supplied by the telco, where the fences are built by the regulators, and of course the ombudsman is down the bottom by the ambulance, ready to pick up whoever lands down there. That reminded me of the context of the digital divide, and that all of the consumers who have been represented by their very able and passionate case workers today. They're people who are at threat of falling through that – into that digital divide, and of missing out on services, because they're not available in their community, or because they can't afford them or because they don't actually understand what those services are. While I absolutely, I think, agree with Christiane's comment about there are a lot of great rules and codes and laws in place to protect consumers, and to provide a fair deal for them, if consumers don't know about them or they're not aware of them – or, importantly, if service providers don't bait them into their systems and processes – then there is a risk that all of those good things that we put in place aren't going to have the impact. In fact, when people do go over the fence and fall, they won't know to call the ambulance because they won't be aware that there is one.

FIONA GUTHRIE: Because they'll be in a crack.

SIMON COHEN: That's really my reflections.

FIONA GUTHRIE: Thank you, Simon. Delia?

DELIA RICKARD: So many thoughts coming from today. I think affordability and accessibility were two themes that really stuck out to me. Yes, there's been some good simplification and things are certainly better than a few years ago. But I think comparing telco offerings remains an extraordinarily difficult thing. We're doing a huge piece of work on comparative sites at the moment, and we're getting somewhere on financial services and energy, but, oh, boy, the telco part of it is just very hard. I think one of the things we need to do is make it easier for people to understand what products will suit their needs, that they can afford and do some comparisons there. I keep thinking about the time we were all working towards basic banking products and wondering if there's any analogy there, or people's needs are all so different that you'd have to have multiple of them. But I think work around that comparability and affordability piece – there's a lot more work still to be done.

FIONA GUTHRIE: Thank you. Richard? Appropriate the regulator has the final word.

RICHARD BEAN: I don't really have very much to add to all of that. It's going to become increasingly fair throughout the world, I think, that access to communications services is absolutely fundamental to anyone's satisfactory existence. We're relatively well-served, obviously, in Australia compared to many other part of the world. Just reflecting on the fences and ambulances – another sort of trite expression is that, if you live in on an island, you don't build a wall around it, you teach everyone to swim. Obviously, clear information to people is the key to getting the right product to the right people, and having the right incentive structure working for the salespeople so that it's in their interest to get the right product to the right person. If you get both of those right, you'll be doing pretty well, I think.

FIONA GUTHRIE: Thank you. We're at the end of this session. Can I thank ACCAN for the opportunity to facilitate this panel? It was a delight. A wonderful organisation. I'm very proud to be able to work with them. You've heard, this afternoon, from, in order on my left, David Attenborough, a flight attendant, a HR lawyer, and a racing-car driver. Can you join me in thanking Richard, Christiane, Delia and Simon?

(APPLAUSE)

..who I'm sure did, in the end, choose the right careers.

TERESA CORBIN: Can we also thank Fiona for facilitating?

(APPLAUSE)

Before we take an afternoon tea break, I just want to promote a project that financial counsel Australia actually did with an ACCAN grant called Hardship Policies and Practice: A Comparative Study. There's a few copies of this – two copies – out on our table. However, there are other copies online, of course. And also, one that just come out – another grant recipient from Sydney University, who did Homeless and Connected. Very interesting study. At the back of that, they've actually got an outline of the financial hardship policies and low-income product that were available when they did this over the last year. What I also want to mention is that we will get back to all of those case workers with a bit of a summary of the responses that came up today and some of the questions from the session, because hopefully they'll be able to build some of those responses into how they're able to practice and provide services in an ongoing way to their clients. So thank you very much, again, and let's all go and have some afternoon tea.

(APPLAUSE)