



TDR Disputes Procedure

2025

Introduction

The TDR Disputes Procedure gives effect to the TDRL Terms of Reference (TOR).

This document outlines the process the Scheme Agent and Scheme Members must follow when considering a customer complaint. This process aligns to the purpose and principles of the TDR Scheme described in the TOR Cl. 3.1 & 3.2.

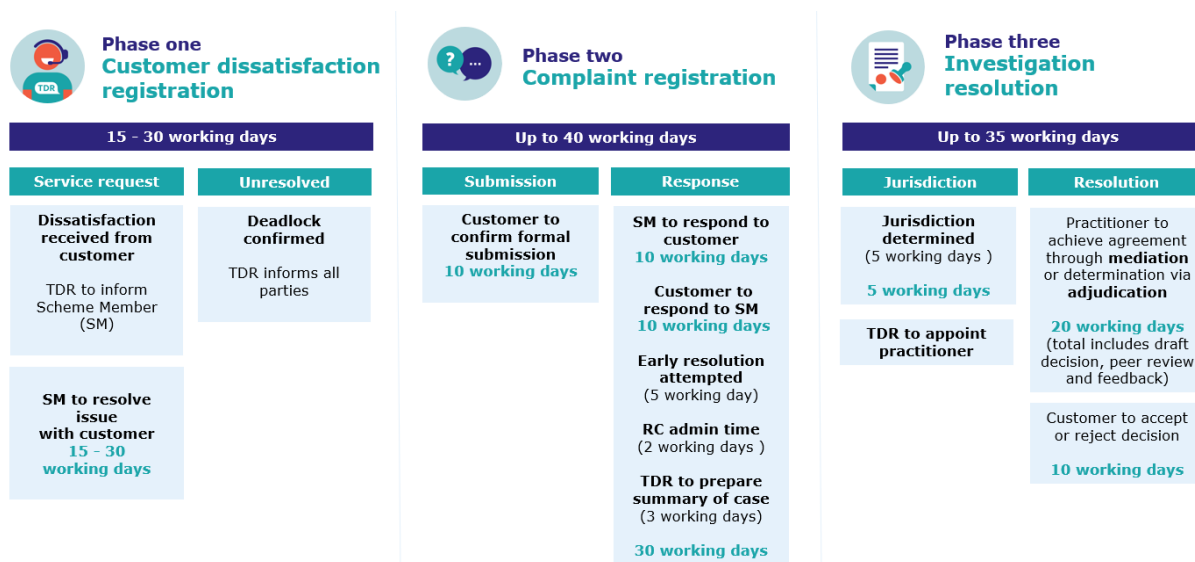
The TDR Scheme must operate in accordance with the following principles:

- a) recognition and protection of customers' legal rights;
- b) independent, efficient, fair and accessible handling of complaints;
- c) transparency of the complaint handling procedures for complainants;
- d) prompt and timely resolution of complaints; and
- e) neutral and non-discriminatory complaint resolution practices that provide consistent treatment for complainants.

Customer Complaint Phases

There are three phases within the TDR process when considering a complaint from a customer.

The below flow-diagram provides a high-level overview of the process.



Phase one:

Customer Dissatisfaction Registration – CDR

Purpose

Is to ensure a Scheme Member has had the opportunity to resolve the complaint with the customer directly before a complaint can be registered.

1. The customer must first try to resolve the complaint with its telecommunications provider.
2. TDR cannot accept a complaint raised against a Scheme Member(s) until the complaint has reached deadlock with or the complaints remains unresolved.
3. Complaints attributable to a Scheme Member(s) about the customer's telecommunications services, is to be referred to the appropriate Scheme Member(s).
4. Complaints not attributable to a Scheme Member(s) or does not relate to a telecommunication services, then TDR will respond as appropriate.
5. The customer's complaint does not need to use any formal, legal, or technical language.
6. Scheme Member(s) must provide an appropriate contact point within their business(es) who will liaise with TDR.

Unresolved complaint (Deadlock)

7. TDR will advise the customer to contact their provider and encourage the customer to resolve their complaint through their providers internal complaints process (under TCF Customer Care Code).
8. TDR must assess whether Deadlock has been reached. This will involve TDR contacting the Scheme Member(s) identified in the customer's complaint.
9. Deadlock happens immediately if the complainant is not satisfied with a Scheme Member(s) final response, or within 15 working days if parties have attempted to resolve the complaint and it remains unresolved, or within 30 working days if the complainant has not received a final response from the Scheme Member(s).
10. When Deadlock has been determined, TDR will remind the relevant Scheme Member(s) of their Customer Care Code obligations to cease debt recovery action and to desist from disconnecting consumers for services under investigation while the complaint is investigated by TDR and until the customer accepts or rejects the Final Determination.

Phase two:

Complaint registration and early resolution

Purpose

Is to formally accept the complaint, to gather relevant information and to identify possible early resolution opportunities with the customer and Scheme Member(s).

11. When TDR is satisfied that Deadlock has been reached or the complaint remains unresolved, TDR will request that the customer review and confirm their complaint (complaint summary) within **10 working days**.
12. If the customer does not confirm their complaint within 10 Working Days, TDR will close the complaint and notify all parties of this closure. The customer can come back to TDR within a specified timeframe to continue the TDR complaint process.
13. By confirming their complaint with TDR, the customer authorises TDR to exchange details and all other information relevant to the complaint with the relevant Scheme Member(s)

Complaint summary should include:

- a) details of the events that led to the complaint, including the steps taken to resolve the complaint with the Scheme Member(s);
- b) what the ideal outcome is for the customer; and
- c) a copy of any documentation that supports the customer's complaint, including:
 - i. Account statements;
 - ii. Service or product contracts;
 - iii. Correspondence between the parties in relation to the Dispute;
 - iv. Receipts/evidence of payment; and
 - v. File notes of conversations between the Customer and their Scheme Member.
14. TDR may aid the customer to submit their complaint and may request additional details from the customer if TDR considers that those details would better define the complaint or may be necessary at a later stage (such as to check for jurisdiction).
15. If a customer appoints a lawyer to advise them in relation to the complaint it will be at their own cost.

16. If the customer is reasonably unable to submit a written complaint TDR will:
 - a) make a record of the details of the customer's complaint that are provided over the telephone; and
 - b) send the written record of the complaint details to the customer.
17. The customer must confirm, by replying to TDR, that the written record is an accurate representation of the complaint.
18. If the customer is unable to read, has a language barrier, or has an impairment, the customer can arrange to have the written record read to them by an independent adult. That adult should certify that this has occurred, and that the customer has acknowledged to them that the written record is an accurate representation of the complaint that the customer is seeking TDR assistance to resolve.
19. If the customer does not confirm the accuracy of the written complaint within 10 Working Days, TDR will close the complaint and notify all parties of this closure.
20. TDR can register a complaint if at any time within 36 months of the complainant becoming reasonably aware of the issue giving rise to the complaint.

Complaint summary process:

21. All parties will have equal opportunity to provide views and respond to others' submissions during the complaint summary process.
22. If a Scheme Member(s) fails to respond within a prescribed timeframe, TDR will issue that Scheme Member(s) with a written notice advising that, if the Scheme Member(s) do not respond the complaint will proceed without its input.
23. Within one working day of the day of receipt of the customer's written complaint, TDR will forward the complaint to the Scheme Member(s) via e-mail and request information to enable assessment of jurisdiction.
24. TDR will provide the following information to the Scheme Member(s):
 - a) A copy of the Customer's written Complaint;
 - b) The Customer's details; and
 - c) TDR Reference Number.
25. TDR will request that the Scheme Member(s) provide TDR full details of the complaint history. The Scheme Member(s) must provide its response within **10 working days** of receipt of the request for information from TDR.

26. The complaint history must include, where relevant, a request for a response from the Scheme Member(s) that specifically addresses:
- a) Each of the issues raised by the customer;
 - b) Details of any proposed resolution of the complaint;
 - c) Copies of supporting documentation such as:
 - i) Account statements;
 - ii) Service or product contracts;
 - iii) Correspondence between the parties in relation to the complaint;
 - iv) Receipts/evidence of payment;
 - v) System notes; and
 - vi) File notes of conversations between the Scheme Member(s) and the customer.
 - d) Whether the Scheme Member(s) considers the complaint is within jurisdiction and, if not, why; and,
 - e) Any offer made by the Scheme Member(s) to resolve the complaint.
27. If the complaint also involves a Third-party Scheme Member(s), TDR will simultaneously forward the complaint to the Third-party Scheme Member(s) via e-mail.
28. Where both a Scheme Member(s), who is the complainant's telecommunication provider, and a Third-party Scheme Member(s) is involved (or identified as party to the complaint), it will be incumbent on the complainant's telecommunication provider to contact the Third-party Scheme Member(s) about the matter within **five working days** with a view to agreeing how both parties will respond to TDR.
29. Where a Third-party Scheme Member(s) is identified the complainant's telecommunication provider, who is a Scheme Member(s), is involved (or identified as party to the complaint), it will be incumbent on the Third-party Scheme Member(s) to inform TDR within **five working days** so the complaint can be forwarded to the nominated contact person.
30. If the complaint only involves a Third-party Scheme Member(s) and is from a consumer who is affected by an action related to a telecommunications service undertaken by the Third-party Scheme Member(s), the Third-party Scheme Member(s) will follow the process and timeframes that apply to Scheme Members(s), where practicable.

Complaint process with customer and Scheme Member(s):

31. Following receipt of the Scheme Member(s) written response, TDR will forward that response to the customer within one working day.
32. The customer will have **10 working days** to provide feedback on the Scheme Member(s) written response to the complaint and any consideration regarding the Scheme Member(s) jurisdiction on the matter.
33. The parties will then have a further five Working Days to resolve the complaint directly, or through TDR. During that period, TDR may actively assist the parties to reach a mutually agreeable resolution.

Phase three:

Dispute resolution

Purpose

To gather, investigate and consider relevant information relating to the unresolved Complaint, and issue a Final Determination regarding the Dispute.

Jurisdiction

34. If the complaint is not resolved by the parties directly, TDR, based on the information provided by the customer and the Scheme Member(s), will determine if the complaint is within jurisdiction. For the avoidance of doubt, TDR may request additional information from the customer and/or the Scheme Member(s) as required to assist TDR with its decision.
35. Once TDR has verified that the complaint is within jurisdiction, the complaint will move to the Investigation and Resolution phase.
36. If the complaint is not within jurisdiction of TDR, will advise the parties of why the TDR cannot assist and close the complaint.

Investigation and Resolution

37. When investigating a complaint, TDR will do so in accordance with the principles set out in the TOR clause 3.2 and using the purposes and powers described Part B in the TOR.
38. TDR, within five working days of verifying that the complaint is within jurisdiction TDR will appoint an independent resolution practitioner and will provide the following:
 - a) a brief overview of the complaint;
 - b) a summary of each party's position in relation to the issues; and

- c) a notation that the resolution practitioner will contact the parties within five Working Days to clarify issues raised in the complaint summary and methods of resolution..
- 39. It is the responsibility of the resolution practitioner to determine the most appropriate means to resolve the complaint. The resolution practitioner may attempt to facilitate a mutually satisfactory, negotiated settlement between the customer and Scheme Member(s). This may involve conducting telephone negotiations between the customer and the Scheme Member(s). The resolution practitioner may continue to pursue a negotiated settlement for up to **15-working days** before issuing a Final Determination.
- 40. If the customer accepts any offer of resolution provided by the Scheme Member(s) during any negotiated settlement, the resolution practitioner will produce a settlement agreement as confirmation of settlement of all matters for all parties.
- 41. Upon receipt of the agreed settlement, TDR will close the complaint as resolved through settlement and notify all parties of this closure.
- 42. If a negotiated settlement cannot be reached, the resolution practitioner shall prepare a written Determination of the complaint.

Determination process:

- 43. The resolution practitioner may allow the customer the opportunity to provide an oral submission to support their written complaint, provided that the oral submission does not add to, expand or materially alter the substance of the written complaint. The resolution practitioner may also allow the Scheme Member(s) to provide an oral submission, should this be requested by the Scheme Member(s).
- 44. The written Determination will be provided to the customer and the Scheme Member(s); either
 - a) five working days after receipt of all submission from parties; or, if negotiated Settlement was attempted,
 - b) five working days after the period during which that negotiated Settlement was attempted (whichever is the later); and,
 - c) where requested by the resolution practitioner, any clarification of those submissions or any other matter of fact or evidence.

Proposed Determination

- 45. Prior to issuing a final Determination, the resolution practitioner will issue through TDR a proposed Determination and invite the parties to check that the

key facts are accurate. The proposed Determination must be issued in writing to the parties and include the following minimum information:

- a) summary of the complaint and relevant background.
- b) the relevant law, Codes or obligations.
- c) the proposed decision.
- d) the reasons for the proposed decision.
- e) confirmation the parties may provide any concluding submissions.

46. The parties will be afforded no less than **5 working days** to ensure the key facts are accurate.

Final Determination

47. A final Determination is then issued by the resolution practitioner through TDR, taking into consideration any submissions regarding the key facts provided by the parties.
48. If the customer, within **10 working days** of the date of the final Determination, advises TDR in writing that they accept the final Determination, the final Determination will become binding on the Scheme Member(s).
49. If the customer, within **10 Working Days** of the date of the final Determination, advises TDR that they reject the final Determination, the complaint will be closed and recorded as unresolved. The complaint shall not be able to be brought again by the customer.
50. If the customer does not provide a response to TDR within 5 working days a follow up email will be issued to the customer. TDR is not required to issue any further follow-up communication to the customer.
51. If the Customer does not respond within 10 working day timeframe, TDR will close the complaint and notify all parties of this closure.
52. During the final Determination, if the customer contacts TDR and can advise of reasonable grounds for a delay in responding, TDR may accept a late response.
53. If the customer accepts any final Determination, that final Determination will be binding on the Scheme Member(s) and the customer. By accepting the final Determination, the customer will be required to acknowledge that this is full and final settlement of this matter.
54. If the customer accepts the final Determination and the Scheme Member(s) fails to comply with the final Determination, TDR will refer the matter to the TDRL Board.

55. TDR will carry out a customer satisfaction survey at the completion of the Investigation and Resolution Process.

Customer Support Person

56. The customer shall be permitted to have a support person assist them at any point during the TDR process. TDR will communicate this option to the customer when their complaint is accepted.

Prescribed timeframes

57. TDR retains the discretion whether to grant extensions to prescribed timeframes if it considers such extensions are reasonable, under the circumstances.