



8 February 2011

The Forum Administrator
The Telecommunications Carriers' Forum
PO Box 302469
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By email: Jonathan.Hope@tcf.org.nz

SUBMISSION on
Telecommunications Carriers' Forum Draft Customer Complaints Code

Introduction

Thank you for the opportunity to comment on the draft code. This submission is from Consumer NZ, New Zealand's leading consumer organisation. It has an acknowledged and respected reputation for independence and fairness as a provider of impartial, and comprehensive consumer information and advice.

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General comments

Consumer NZ welcomes the proposals in the draft code that will enhance consumer protection in dealing with telecommunications operators. However, it has concerns about two clauses in the Scope and Objectives, which would unnecessarily penalise consumers. The clauses are more restrictive than other disputes resolution services and Consumer NZ believes they should be removed.

E Scope and Objectives

19.9 Consumer NZ can see no reason why complainants cannot engage legal representation if they so wish. The TDRS could point out that the service is a free and informal alternative to going to court and in most cases the complainant should not need any legal or other expert assistance. It could also point out that issues are decided on by examining the facts not the way the complaint is presented (as does the Banking Ombudsman Scheme), but

that if the complainant wants legal or other professional representation they would have to meet the cost, even if the complaint were upheld. However, CNZ does not believe that where a customer has obtained legal assistance, their complaint should be ruled out.

19.10 Likewise CNZ can see no reason to prevent complaints being handled by the TDRS if the customer has contacted the media. Again the TDRS will be looking at each case on its merits and the facts, so whether the media or a public relations consultant is involved should make no difference. In fact this clause smacks of trying to prevent whistle-blowing, which could backfire on the service and its credibility. The TDRS should be confident enough of its own abilities to assess problems and resolve them, without trying to unnecessarily gag complainants.

In fact it is not clear from the clause exactly what engaging media representation actually means. And how would the TDRS resolve whether a matter was current or pending? And when would the service deem a matter to be completed by the media?

As long as the complaint has been customer initiated, the service should not have regard to the assistance the complainant may or may not have had.

Thank you for the opportunity to comment on the draft code.

Regards



Sue Chetwin