



AUSTRALIAN COMPETITION  
& CONSUMER COMMISSION

# Telstra's Structural Separation Undertaking

**Annual Compliance Report 2016-17**

March 2018





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Australian Competition and Consumer Commission  
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EXECUTIVE OFFICE

1 March 2018

The Hon. Senator Mitch Fifield  
Minister for Communications and the Arts  
Parliament House  
CANBERRA, ACT, 2600

Dear Minister

**ACCC report on Telstra's compliance with its Structural Separation Undertaking**

The Australian Competition and Consumer Commission (ACCC) is required under the *Telecommunications Act 1997* (the Act) to monitor and report each financial year on breaches by Telstra of an undertaking in force under section 577A of the Act (Telstra's Structural Separation Undertaking).

Enclosed is the ACCC's report for the 2016-17 financial year. Please note that subsection 105C(3) of the Act requires you to table the report in each House of Parliament within 15 sitting days of that House after receiving the report.

Yours sincerely

Rod Sims  
Chairman



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# Executive summary

In 2016–17, Telstra continued to demonstrate a commitment to compliance with its Structural Separation Undertaking (SSU) and Migration Plan. As a result, there has been a reduction in the number of compliance matters reported by Telstra during the year compared to 2015–16.<sup>1</sup> The ACCC considers that Telstra’s overall level of compliance has improved during the year and Telstra has generally taken action to address breaches as they arise.

The ACCC found no instances where enforcement action was warranted and considers that remediation undertaken by Telstra has been sufficient to address any competitive detriment that may arise as a result of its non-compliance in 2016–17.

This report details five compliance matters where the ACCC considers, on the balance of probabilities, that Telstra breached its SSU obligations. These compliance matters include three information security and two equivalence issues.

Two of the information security matters were attributable to human error where an email containing protected information was mistakenly sent to a Telstra retail employee (in one case by a Telstra wholesale employee and in the other by a Telstra network services employee). In each of the two reported instances, Telstra took action to contain the risk and sought to address the issues through coaching and ongoing training.

The third information security matter was due to a system error, where certain data bypassed an applied filter. Telstra did not report this incident within an acceptable timeframe which resulted in a further breach of the SSU. Telstra addressed the issue by reviewing its systems, removing any protected information on a daily basis and introducing new information filter rules. Telstra also revised its internal investigation and reporting processes so that any future potential breaches will be reported to the ACCC in a timelier manner.

The two equivalence matters were attributable to system failures. One of the matters arose following a platform upgrade. The other was due to Telstra systems generating planned-outage reports using information from a decommissioned system, resulting in wholesale customers receiving incomplete or blank reports. Telstra submitted rectification proposals in relation to these matters which were accepted by the ACCC.

Telstra also breached some aspects of its Migration Plan in 2016–17. These breaches occurred when Telstra failed to block orders from being provisioned or other requests for services from being processed. Specifically, there were a small number of instances where Telstra supplied services to premises that had previously been permanently disconnected, or connected services in breach of cease sale obligations. These breaches primarily occurred due to process and data quality issues, which Telstra is working to improve.

During 2016–17, the ACCC continued to work with Telstra on rectification proposals to address breaches of its SSU and Migration Plan obligations and ensure that appropriate systems, processes and staff training are in place to prevent future breaches. ACCC staff met regularly with Telstra staff to discuss compliance with the SSU and Migration Plan obligations and the progress of remediation where breaches had occurred. The ACCC has continued to focus on monitoring areas for improvement to ensure Telstra’s SSU and Migration Plan obligations are being implemented effectively and Telstra’s approach to self-regulation and compliance is robust.

The ACCC has also continued to publish reports and data on its website detailing compliance issues and actions as they arise to inform consumers and industry on the progress of the Migration Plan and Telstra’s compliance with its SSU obligations.

The ACCC will continue its SSU monitoring and compliance program as the Migration Plan progresses until the NBN rollout is completed.

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1 Telstra reported a total of eleven compliance matters in 2015–16 compared to five breaches and two complaints in 2016–17.

# Introduction

The ACCC accepted a Structural Separation Undertaking (SSU) from Telstra on 27 February 2012. The SSU specifies Telstra's commitments to progressively migrate its fixed line voice and broadband customers onto the NBN and promote equivalence and transparency during the transition period. These commitments are fundamental to promoting competitive outcomes during this period.

Section 105C of the *Telecommunications Act 1997* provides that each financial year, the ACCC must monitor and report to the Minister on breaches by Telstra of its SSU.

This report outlines breaches of the SSU by Telstra for the period 1 July 2016 until 30 June 2017 and the steps Telstra has taken or proposes to take in order to remedy these breaches.

The findings in this report are based on the information provided to the ACCC by Telstra and also from the ACCC's own enquiries.

On 20 July 2016, the ACCC approved Telstra's proposed variation to its Migration Plan after determining that it complied with the Migration Plan Principles. The variation reflected improvements to previous arrangements to promote a better migration experience for end users.

During 2016–17, Telstra also provided the ACCC with five proposed Required Measures detailing the disconnection processes that will apply to classes of Special Services and Special Service Inputs under the Migration Plan. The ACCC considered that the proposed Required Measures were consistent with the Migration Plan Principles and did not object to them.

The ACCC has continued to focus on monitoring areas for improvement to ensure Telstra's SSU and Migration Plan obligations are being implemented effectively and Telstra's approach to self-regulation and compliance is robust. The ACCC's priorities have also included ensuring that:

- Telstra's systems and processes are remediated as soon as practicable to safeguard against recurrence of any non-compliance of the SSU, and
- Telstra's wholesale customers are informed of any SSU equivalence and migration issues in a timely manner.

# Telstra's Structural Separation Undertaking

In 2010 the Australian Government introduced legislation which created a framework for reforming the telecommunications industry—effecting structural separation of Telstra by the progressive migration of Telstra's fixed line access services to the wholesale-only NBN.

This reform recognised that Telstra, as the vertically integrated access provider over the ubiquitous copper network, operates at all levels of the supply chain and competes with the businesses that it supplies. This has given rise to long standing competition concerns around Telstra's ability and incentive to favour its retail business over other service providers accessing its network, to the detriment of consumers.

Prior to the commencement of the SSU, Telstra was subject to an operational separation framework which was intended to promote equivalence between Telstra's wholesale and retail customers. The ACCC considers, and has previously publicly stated, that the operational separation regime and the ACCC's limited role in investigating and reporting matters to the Minister was largely ineffective in addressing Telstra's ability and incentive to discriminate against its competitors.<sup>2</sup> The operational separation regime ceased to operate when the SSU commenced on 6 March 2012.

The SSU measures are a substantial improvement upon the previous operational separation framework and more effectively promote equivalence and transparency. The SSU provides for stronger enforcement mechanisms which are particularly important for protecting competition and delivering outcomes in the interests of consumers and businesses during the rollout of the NBN.

The SSU contains four key elements:

- a commitment by Telstra to cease the supply of fixed line carriage services using telecommunications networks over which Telstra is in a position to exercise control from the Designated Day—which is expected to be the day on which the construction of the new wholesale-only NBN will be concluded<sup>3</sup>
- interim equivalence and transparency obligations regarding access to Telstra's regulated services in the period leading up to the Designated Day<sup>4</sup>
- compliance monitoring processes, to provide the ACCC with transparency over Telstra's compliance with the SSU, and
- the Migration Plan, which forms part of the SSU.<sup>5</sup> The Migration Plan sets out how Telstra will progressively transfer its fixed line customers onto the NBN.

The ACCC's experience in administering the SSU is that it continues to deliver significantly better outcomes in terms of equivalence for wholesale customers and enhanced transparency regarding Telstra's compliance than were realised under the previous operational separation arrangements.

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2 See for example pp. 8 and 9 of the ACCC's submission to the Government's 2009 *National Broadband Network: Regulatory Reform for the 21st Century Broadband discussion paper*.

3 An instrument made under paragraph 577A (10) (b) of the *Telecommunications Act 1997* on 18 December 2017 specifies the Designated Day as 1 January 2020.

4 Regulated Services include the declared services and the Telstra Exchange Building Access service described in the *Telecommunications (Regulated Services) Determination (No. 1) 2011*.

5 Pursuant to s. 577BE of the *Telecommunications Act 1997*, when a final Migration Plan comes into force, the SSU has effect as if the provisions of the plan were provisions of the SSU.

## Interim equivalence and transparency

Telstra's structural separation will occur progressively as Telstra ceases to supply fixed line voice and broadband services over its copper and HFC networks and commences to supply those services over the NBN as it is rolled out. In order to promote competition during the interim period from the commencement of the SSU until the NBN rollout is complete, the SSU includes a broad range of interim equivalence and transparency obligations.

These obligations require Telstra to ensure equivalence of outcomes in relation to the supply of regulated services between its wholesale customers and its own retail business units. The obligations include:

- organisational structure—maintaining separate wholesale, retail and network services business units
- overarching equivalence—an obligation to ensure that particular aspects of retail and wholesale regulated services will be equivalent
- information security—principles governing the use and protection of confidential information of wholesale customers where the information was obtained in respect of regulated services
- service quality and operational equivalence—establishing and maintaining ticketing, order management and billing systems that comply with standards in the SSU
- Telstra Exchange Building Access—commitments around non-discriminatory access to Telstra's exchange buildings and related facilities
- Wholesale customer facing systems—maintaining minimum levels of functionality and availability
- information equivalence—Telstra must keep wholesale customers engaged and provide minimum notifications about network maintenance, outages and upgrades
- equivalence and transparency metrics—objective performance measurement of equivalence regarding provisioning, fault rectification, and systems availability
- service level rebates—wholesale customers may 'opt-in' to a rebate scheme where Telstra does not meet the minimum performance standards set out in the equivalence and transparency metrics
- price equivalence and transparency—Telstra is to maintain and publish reference prices for regulated services in accordance with the methodology set out in the SSU.
- accelerated investigation process—a separate 'fast-track' dispute resolution process for wholesale customers to raise equivalence complaints
- Independent Telecommunications Adjudicator (ITA)—a process and forum for the resolution of equivalence and NBN migration disputes between Telstra and wholesale customers
- reporting—Telstra has a number of reporting obligations (further described below), including in relation to the equivalence and transparency metrics and possible breaches of the overarching equivalence commitment.

# Compliance reporting

Telstra's reporting obligations, which facilitate the ACCC's ongoing monitoring of Telstra's compliance with its interim equivalence and transparency commitments, comprise:

- a confidential monthly compliance report on any 'equivalence issues' that have been identified by Telstra or reported to Telstra by the ACCC or wholesale customers<sup>6</sup>
- a confidential annual compliance report, which includes details of equivalence issues identified by Telstra or reported to Telstra by the ACCC or wholesale customers. This report also states the matters that Telstra has identified as breaches of its SSU obligations
- quarterly public operational equivalence reports, which outline Telstra's performance against 33 equivalence and transparency metrics. A confidential version of these reports provides an explanation of any variances in the metrics above two percentage points
- six-monthly public and quarterly confidential Telstra Economic Model (TEM) reports outlining the list of internal wholesale prices and external wholesale prices

In addition to Telstra's reporting obligations, the ACCC may detect non-compliance in other ways such as directly receiving complaints from wholesale customers or through the ACCC's own independent monitoring.

In preparing this report, the ACCC has considered its monitoring and compliance activities over 2016-17 along with Telstra's monthly compliance reports relating to this period and Telstra's Annual Compliance Report for 2016-17 (Annual Compliance Report).

## Telstra's Annual Compliance Report

In its Annual Compliance Report, Telstra reported five matters as being 'possible breaches' of the SSU and two matters arising from accelerated investigation process (AIP) complaints. The matters include:

- three instances where Telstra retail staff had access to systems that contained Protected Information in possible breach of clause 10.4 of the SSU
- two instances where Telstra possibly breached its overarching equivalence commitment in accordance with the terms of schedule 11 of the SSU, and
- two instances where wholesale customers raised complaints against Telstra through the AIP for possibly breaching service quality and operational equivalence pursuant to clause 11.2 of the SSU.

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<sup>6</sup> An 'equivalence issue' means a possible breach of clause 9.1 (Telstra's overarching commitment to equivalence) or a breach of a specific non-price equivalence and transparency commitment.

# The ACCC's approach to compliance and enforcement

Telstra is obliged to comply with the SSU under the *Telecommunications Act 1997*. If the ACCC considers that Telstra has breached the SSU it may apply to the Federal Court for a range of remedies, including penalties, compensation and any other order that the Court considers appropriate. A breach of the SSU is also a breach of Telstra's carrier licence conditions, which can attract a fine of up to \$10 million.

The ACCC has discretion over whether to take enforcement action in relation to breaches of the SSU and the nature of that action. The ACCC will only commence court proceedings where there are reasonable grounds for starting the proceedings and where it considers litigation to be the most suitable method of resolving a matter.

As outlined in the ACCC's Compliance and Enforcement Policy, the ACCC uses a range of compliance and enforcement tools in order to encourage compliance and resolve matters.<sup>7</sup> These tools range from administrative resolutions—for example, a commitment to stop engaging in the conduct—to litigation. Administrative resolutions are generally used where the ACCC assesses the potential risk of harm flowing from conduct as low. Legal action is more likely in circumstances where the conduct is egregious, where there is reason to be concerned about future behaviour or where the party involved is unwilling to provide a satisfactory resolution.

In respect of breaches of the SSU, the ACCC is more likely to take legal action if it considers it to be necessary to prevent ongoing or systemic breaches of the SSU or to obtain a remedy to undo any harm. The ACCC would also consider litigation if it concludes that Telstra engaged in particular conduct in order to damage its competitors or otherwise provide itself with a commercial advantage.

The ACCC's overall objective is to ensure Telstra complies with its commitments in the SSU, in order to promote equivalence and transparency during the period of transition to the NBN. The ACCC's approach has been to work with Telstra on rectification proposals to address breaches of its SSU obligations and ensure that appropriate systems, processes and staff training are in place to prevent future breaches.

For breaches of the SSU discussed below, this report notes whether the ACCC considers that Telstra's remedial steps are sufficient to address any competitive detriment that may arise as a result of the breach and ensure future compliance with the SSU. The ACCC's position on the adequacy of Telstra's remediation is based on the information provided to date by Telstra and its wholesale customers.

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<sup>7</sup> Available at <https://www.accc.gov.au/about-us/australian-competition-consumer-commission/compliance-enforcement-policy>.

# Breaches of the Structural Separation Undertaking

This section details five matters where the ACCC considers, on the balance of probabilities, that Telstra breached its SSU obligations. The five matters relate to Telstra's information security and its overarching equivalence commitment.<sup>8</sup>

This section also details two matters of wholesale customer complaints received through the accelerated investigation process (AIP).

## Information security

The SSU contains information security obligations designed to safeguard Protected Information obtained by Telstra in the course of supplying regulated services to wholesale customers. By virtue of Telstra's vertical integration, Protected Information could potentially be used to Telstra's advantage in downstream markets.

Telstra's information security obligations are contained in clause 10 of the SSU. These obligations include:

- a strict prohibition on the disclosure of Protected Information to retail business units unless the wholesale customer has authorised the disclosure
- a prohibition on Telstra using or disclosing Protected Information in a way that would be likely to enable its retail business units to gain or exploit an unfair commercial advantage over its wholesale customers, and
- further restrictions on disclosing other information to retail business units unless, with the approval of the ACCC, it makes the information available to wholesale customers at the same time.

Importantly, Telstra must protect any:

- confidential or commercially sensitive information obtained directly from wholesale customers for the purpose of, or in the course of, Telstra supplying regulated services—such as the end user's name, address and service type, and
- confidential and commercially sensitive information derived from the above information (such as billing or service usage information) that would identify a wholesale customer or its end-users.

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<sup>8</sup> On 15 December 2017 Telstra notified the ACCC of a non-compliance matter in relation to the application of Soft Dial Tone (SDT). Telstra identified that in October 2017 SDT had not been applied to a number of Wholesale services after the disconnection date. As a result, call restrictions associated with SDT were not applied and the end-users of Wholesale services were able to use their legacy service as if it was active. There did not appear to be any detrimental competition impact arising from this matter and no complaints have been raised with Telstra or the ACCC. While the ACCC did not have sufficient time to consider this matter for the current report, and Telstra was unable to confirm whether the matter raised compliance issues in the 2016-17 period, the ACCC will consider the matter for its 2017-18 report.

## ***The SSU and information security***

**Clause 10** of the SSU sets out how Telstra must act in relation to Protected Information. The definition of Protected Information includes:

- (a) confidential information identifying a wholesale customer or a wholesale customer's end-user, supplied by that wholesale customer to Telstra for the purpose of, or in the course of, supplying regulated services to that wholesale customer
- (b) information that is commercially sensitive information to a wholesale customer, supplied by that wholesale customer to Telstra for the purpose of, or in the course of, supplying regulated services to that wholesale customer
- (c) confidential information and commercially sensitive information which is derived from information of the kind described in (a) and (b) above, whether or not in an aggregate form, that: (i) would enable the identity of that wholesale customer to be ascertained; or (ii) would enable the identity of a customer of that wholesale customer to be ascertained.

These types of information will not be Protected Information if they are obtained by, or disclosed to, Telstra other than by a wholesale customer; provided by a customer of the wholesale customer directly to Telstra; or if the information was provided by the wholesale customer to a Telstra business unit other than Telstra Wholesale or other than in connection with the supply of regulated services.

The SSU provides examples of information that would constitute Protected Information relating to a wholesale customer, if it was provided by the wholesale customer to Telstra in the manner outlined above. These examples include:

- the wholesale customer's ordering and provisioning details (including details of when and where orders are submitted)
- details of a wholesale customer's end-users, such as name, address, contact details, account and service numbers
- information about that wholesale customer's network or facilities.

**Clause 10.3** of the SSU provides that, subject to clause 10.4 (outlined below), Telstra will not use or disclose Protected Information relating to a wholesale customer in a manner which would be likely to enable Telstra Retail to gain or exploit an unfair commercial advantage over that wholesale customer in any market.

**Clause 10.4** of the SSU provides that Telstra will ensure that Telstra Wholesale will not disclose Protected Information relating to a wholesale customer to:

- any retail business unit unless authorised to do so by that wholesale customer
- any Telstra network services business unit otherwise than on a 'need-to-know' basis or where authorised to do so by that wholesale customer
- an employee (not working for a retail business unit) performing any of the functions specified in clause 8.1(f) otherwise than on a 'need-to-know' basis or where authorised to do so by that wholesale customer.

**Clause 10.5** of the SSU provides that Telstra will not disclose certain wholesale customer information to Telstra Retail unless, with the approval of the ACCC, it makes the information available to wholesale customers at the same time. This clause relates to information which is not Protected Information because it has been aggregated on a national basis or has been aggregated on a sub-national basis but the identity of wholesale customers cannot be ascertained.

Telstra is permitted to disclose Protected Information relating to a wholesale customer where it is authorised to do so by that wholesale customer. This provision recognises that there could be some circumstances where it would be in a wholesale customer's interests to consent to a particular use or disclosure of its Protected Information. The overall efficacy of these arrangements relies on wholesale customers carefully considering any proposed use or disclosure of their Protected Information by Telstra.

In its Annual Compliance Report, Telstra identified three possible breaches of its information security obligations in the SSU. Two breaches related to Protected Information being disclosed to staff in a retail business unit while the other related to a limited amount of Protected Information being available in a system which was accessible to retail business unit staff.

Telstra provided a description and explanation for the cause of each breach (identified in the tables below) in its Annual Compliance Report and outlined the steps it has taken to remediate the breaches. Telstra also provided further particulars in relation to each of these items at the request of the ACCC.

In addition to the remediation actions set out below, Telstra undertook the following additional measures to improve SSU compliance in 2016–17:

- additional compliance training was provided to Telstra staff
- the importance of protecting wholesale customer protected information, and information security issues were communicated to Telstra wholesale operations staff
- a fortnightly reminder email was sent to numerous key staff across the company, reminding them of their obligation to notify any activities suspected of being a breach of the SSU.

### **Item 1—Email sent in error (Meeting Agenda)**

In its Annual Compliance Report, Telstra provided the following details in relation to item 1:

Description of the breach	Cause of the breach
An email containing information constituting [Wholesale Customer Protected Information] was inadvertently sent to a [Retail Business Unit] employee with a name similar to a [Wholesale Business Unit] employee.	This incident was attributable to a human error by an individual [Wholesale Business Unit] employee who sent the email to an [Retail Business Unit] staff member with a similar name to a Wholesale staff member.

### **ACCC findings**

In May 2017, a wholesale business unit employee mistakenly sent an email containing protected information to a retail business unit employee in breach of clause 10.4 of the SSU.

The protected information disclosed to the retail business unit employee included:

- an agenda for a Telstra wholesale May monthly sales and service meeting
- year to date and projected revenue for some wholesale customers
- the number of services in operation for some wholesale customers, and
- the service address details for some DTCS services.

### **Remediation undertaken by Telstra**

Telstra advised that the retail business unit employee deleted the email and confirmed that no copies of the information within the email were retained or disclosed to anyone else and that the employee had not used the information for any purpose. Telstra also advised that a communication was subsequently sent to all Telstra wholesale employees reminding them of the SSU responsibilities.

The ACCC is satisfied that the actions taken by Telstra were appropriate in minimising the risk of any competitive harm occurring and the risk of recurrence.

### Item 2—Email sent in error (screenshot)

In its Annual Compliance Report, Telstra provided the following details in relation to item 2:

Description of the breach	Cause of the breach
<p>A screenshot including the very limited [Wholesale Customer Protected Information] that a customer had a wholesale ADSL service, was sent to three [Retail Business Unit] employees and to a Telstra Retail mailbox. The [Wholesale Customer Protected Information] did not disclose the identity of the Wholesale Customer.</p>	<p>This incident was attributable to a human error. The screenshot was sent to the [Retail Business Unit] employees and to the Telstra Retail mailbox to explain why the end user’s order for a Telstra ADSL service could not proceed.</p>

#### **ACCC findings**

In May 2017, a network services business unit employee mistakenly sent an email containing protected information to retail business unit employees in breach of clause 10.4 of the SSU.

The protected information disclosed to the retail business unit employee included a screenshot of a Telstra retail customer’s service details which contained protected information that the customer had a wholesale ADSL service. This information was forwarded to two other Telstra retail employees and a Telstra retail mailbox.

#### **Remediation undertaken by Telstra**

Telstra advised that all employees receiving the email deleted the email and its contents and that the email and its contents were also deleted from the Telstra retail mailbox. Telstra also advised that coaching has been provided to the relevant Telstra operations staff member and the three retail employees involved.

The ACCC is satisfied that the actions taken by Telstra were appropriate in minimising the risk of any competitive harm occurring and the risk of recurrence.

### Item 3—Protected information accessible to retail staff members

In its Annual Compliance Report, Telstra provided the following details in relation to item 3:

Description of the breach	Cause of the breach
<p>In a limited number of instances since June 2014, very limited [Wholesale Customer Protected Information] flowed into a system that was accessible to [Retail Business Unit] staff.</p>	<p>This incident arose because a specific filter applied to an upstream system to stop certain data, including wholesale product codes, flowing into a downstream system (which was accessible to [Retail Business Unit] staff members) did not operate to fully prevent one wholesale code passing through. This led to the potential of the wholesale code being viewed by Telstra’s [Retail Business Unit] staff members using the system.</p>

### ***ACCC findings***

In December 2016, Telstra identified an issue with one of its systems whereby certain data was being allowed to bypass the applied filter and flow to another downstream system, which is viewable by Telstra Retail staff in breach of clause 10.4 of the SSU.

The Protected Information potentially accessible to the retail business unit employees included a wholesale product code relating to PSTN STD call redirection for some services. Telstra stated that the opportunity for disclosure is minimal in this case and that there have been less than 350 instances of this wholesale code passing the filter into the downstream system since June 2014.

Telstra did not report this incident to the ACCC until May 2017 in breach of clause 23.3 of the SSU.

### ***Remediation undertaken by Telstra***

Telstra reported that it has remediated the issue by reviewing the downstream system and removing any wholesale code information as from March 2017. Telstra also stated that this information was reviewed and removed on a daily basis as an interim measure while it implemented a project to introduce new filter rules. Telstra has advised that this project was successfully completed in September 2017.

The ACCC considers that from a commercial sales perspective, the information is unlikely to have been of much value to retail staff. The STD redirection service allows customers to opt to use a separate service provider for STD calls, which was more relevant in the early years of fixed line voice competition. In the current market this service is less relevant as more popular access technologies exist.

In relation to the ACCC's finding of a breach of the SSU, Telstra accepted that the matter should have been reported as a breach of clause 10.4 earlier and this constituted a failure to comply with clause 23.3 of the SSU.

To ensure effective compliance processes and governance arrangements are in place, Telstra has revised its internal investigation and reporting process.

The ACCC is satisfied with Telstra's rectification proposal to report similar incidents in a timelier manner and considers that it will minimise the risk of any competitive harm occurring in the future.

## **Equivalence in the supply of regulated services**

The SSU contains a number of commitments designed to ensure that Telstra provides equivalence in the supply of regulated services to wholesale customers and its Retail Business Units.

These obligations include:

- an overarching equivalence commitment—a broad obligation to ensure that Telstra's retail and wholesale regulated services will be supplied to an equivalent standard
- service quality and operational equivalence commitments—specific commitments to establish and maintain operational systems and processes so that tasks are performed in an equivalent manner for retail and wholesale customers and otherwise those customers are treated equivalently, and
- information equivalence commitment—specific commitments to provide equivalent information for retail and wholesale customers which demonstrate the quality and timeliness of network activities, circumstances or events that are likely to affect the delivery or operational quality of regulated services.

### ***The overarching equivalence obligation***

Clause 9 of the SSU contains an overarching equivalence obligation which applies to Telstra's supply of regulated services generally.

Clause 9(a) requires that Telstra ensure equivalence, on an equivalence of outcomes basis, in relation to its supply to wholesale customers and Telstra's Retail Business Units in respect of:

- (i) the technical and operational quality of the relevant regulated service
- (ii) the operational systems, procedures and processes used in the supply of the relevant regulated service
- (iii) information about the matters specified in clause 9(a)(i) and clause 9(a)(ii)
- (iv) the price that is charged for supplying the regulated service.

**Clauses 9(b) and (c)** provide a number of qualifications to the overarching equivalence obligation, limiting its application and enforcement. In particular, clause 9(b)(x)(B) provides that clause 9(a) will not apply to the extent that it would have the effect of preventing Telstra from obtaining a sufficient amount of a regulated service to supply services in accordance with its Priority Assistance Policy.

**Schedule 11** of the SSU sets out the manner in which the ACCC may enforce clause 9 of the SSU. It requires Telstra to submit a 'Rectification Proposal' to the ACCC to remedy possible breaches of clause 9. The ACCC may either accept a Rectification Proposal or, if it considers that the proposal is inadequate, issue a direction that Telstra take alternative steps to remedy the possible breach.

### ***Specific interim equivalence and transparency obligations***

Clause 11 of the SSU contains a number of specific equivalence and transparency obligations relating to Telstra's operational processes. In particular:

- **Clause 11.1** provides that Telstra must maintain systems and processes for issuing tickets of work to field staff so that tickets of work in relation to regulated services supplied to wholesale customers and comparable retail services supplied to Telstra Retail customers are (a) issued and processed in Telstra's systems using equivalent order management and (b) managed and performed by Telstra field staff in an equivalent manner.
- **Clause 11.2** of the SSU provides that Telstra will use equivalent order management to process Basic Telephone Service (BTS) activation order received from a retail business unit and wholesale customers so that service activation and provisioning of BTS can occur in an equivalent manner, regardless of whether the basic telephone service activation order was received from a retail business unit or a wholesale customer.
- **Clause 11.3** of the SSU provides that Telstra will use equivalent order management to process all ADSL service activation orders received from a retail business unit and wholesale customers, so that service activation and provisioning of all ADSL services can occur in an equivalent manner, regardless of whether the ADSL service activation order was received from a retail business unit or a wholesale customer.

### ***Information Equivalence obligations***

Clause 14.1 of the SSU contains information equivalence measures to ensure equivalent quality and timely information is provided to wholesale and retail customers for regulated services in times of network activities, circumstances or events that are likely to affect the delivery or operational quality of a regulated service.

In its Annual Compliance Report, Telstra identified two breaches of its overarching equivalence commitment in accordance with the terms in Schedule 11 of the SSU. These are detailed below.

Telstra also reported two AIP matters referred by its Wholesale Customers but does not consider that these matters raise equivalence issues.

#### **Item 4—Wholesale Customer orders not processed/delayed**

In its Annual Compliance Report, Telstra provided the following details in relation to item 4:

Description of the breach	Cause of the breach
Wholesale customer orders were not processed and there were delays with wholesale order submission or wholesale order processing between 4 September and 17 October 2016.	This matter arose following the planned platform upgrade and migration of Telstra's wholesale ordering system to a cloud platform.

#### ***ACCC findings***

On 3 September 2016, Telstra implemented the planned upgrade and migration of its wholesale ordering system to a cloud platform. This resulted in a number of functions of these systems being unintentionally impacted with the consequence that some Wholesale Customer orders were not processed or were delayed between 4 September and 17 October 2016.

Telstra stated in its Annual Compliance Report that the treatment of orders for BTS, ADSL and LSS may not have been equivalent during this period, specifically:

- from 4 to 13 September 2016, because Telstra's wholesale ordering system experienced a series of disruptions which impacted its availability, and
- from 14 September to 17 October 2016, following the rollback to the previous platform, because there were ongoing issues relating to availability and order backlogs.

The ACCC considers that the treatment of orders for BTS, ADSL and LSS in the period between 4 September and 17 October 2016 were not equivalent between retail and wholesale customers in breach of clause 9(a), 11.2 and 11.3 of the SSU.

#### ***Remediation undertaken by Telstra***

Telstra submitted a Rectification Proposal to the ACCC on 31 October 2016 in relation to this breach, and provided a further revised Rectification Proposal to the ACCC on 23 December 2016. The ACCC accepted the revised Rectification Proposal on 16 March 2017.

The Revised Rectification Proposal included: system changes designed to improve the stability and availability of Telstra's wholesale customer ordering systems; communications with wholesale customers on the issue; a rectification scheme to compensate wholesale customers; and monthly reporting to the ACCC on progress.

The ACCC is satisfied that these measures provide an effective remedy for the breach.

## Item 5—DSL Layer 2 planned outage network elements report

In its Annual Compliance Report, Telstra provided the following details in relation to item 5:

### Description of the breach

Wholesale customers received information about planned DSL outages that was not equivalent with information available to [Retail Business Units].

From 13 November 2015 to 6 March 2017, there was an error with a report provided to Wholesale Customers that may have impacted the ability of Wholesale Customers to identify the network elements that would be affected by a planned DSL network outage.

During this period, [Retail Business Units] were provided with information that allowed them to identify network elements affected by planned DSL outages giving rise to a potential information equivalence issue.

### Cause of the breach

This matter arose as a result of a systems issue whereby the Wholesale Customer reports about planned DSL outages that were being generated using a robot that interrogated various Telstra systems were generated using information from a decommissioned system during the period from 13 November 2015 to 6 March 2017. Once the report was generated, it was automatically uploaded and made available to Wholesale Customers.

### **ACCC findings**

On 31 May 2017, Telstra notified the ACCC of a breach of its equivalence obligations under clause 9(a) (iii) of the SSU, in relation to Digital Subscriber Line (DSL) planned outage information available to Telstra's retail business units and its wholesale customers. Telstra advised that this issue did not affect Telstra's ability to provide Planned Event Notifications as required under Schedule 4 of the SSU, which continued to be provided as normal.

The breach arose due to Telstra replacing an existing system, which contained the network elements impacted by a planned outage, with an alternative system. During this process, Telstra failed to make changes to the relevant systems robot that generated the DSL Layer 2 planned outage network elements report for wholesale customers. This led to incomplete and/or out of date reports being generated for wholesale customers over the period 13 November 2015 to 6 January 2017, after which Telstra rectified the problem. During the affected period, Telstra Retail was unaffected by the reporting errors.

The ACCC considers that there has been a lack of equivalence between the information provided to Telstra's wholesale customers and its retail business units about network outages during the affected period in breach of clause 9 of the SSU.

### **Remediation undertaken by Telstra**

Telstra submitted a Rectification Proposal to the ACCC on 29 June 2017 in relation to this issue. The proposal was conditionally approved by the ACCC in July 2017, subject to stakeholder consultation, which Telstra subsequently undertook.

As part of the Rectification Proposal, Telstra committed to:

- enhancing its DSL Planned Event Notifications systems
- communicating with Telstra's Wholesale Customers about the issue which gave rise to the potential SSU breach
- ongoing testing of DSL planned event notification emails to ensure equivalence
- ongoing controls relating to future system changes to CMART system
- reporting in relation to ongoing testing and controls to protect future systems changes.

The Rectification Proposal was formally accepted by the ACCC on 24 October 2017, and the ACCC is satisfied that these measures provide an effective remedy for the breach.

### **Item 6—Earlier appointment date to connect Retail BTS**

In its Annual Compliance Report, Telstra provided the following details in relation to item 6:

#### **Description of the complaint**

On 9 August 2016 Telstra received a complaint through the [Accelerated Investigations Process] from a Wholesale Customer. The complaint related to the submission of a request for a Basic Telephone Service (BTS). The complaint alleged that Telstra had provided an earlier appointment date to connect a Retail BTS for the end user than that provided to the Wholesale Customer.

#### **ACCC findings**

On 9 August 2016, Telstra received a complaint through the AIP from a Wholesale Customer. The complaint alleged that Telstra had provided an earlier appointment date to connect a Retail Basic Telephone Service (BTS) for the end user than that provided to the Wholesale Customer.

Telstra investigated the complaint and concluded that it did not breach clause 9(a) of the SSU. Telstra noted that the difference in commitment dates was a result of the wholesale order containing an address error causing it to be manually processed which delayed the consequential processes. Telstra also noted that the wholesale customer operations team that handles manual orders was temporarily experiencing a higher than usual workload at the time.

On 16 August 2016, Telstra advised the wholesale customer of the result of the investigation, the reasons why it was not an equivalence complaint as defined in the SSU and that Telstra intended to close the complaint. Telstra closed the complaint as it did not receive a response from the wholesale customer within the specified timeframe.

The ACCC considers that the difference in appointment dates was caused by an error in the address provided by the wholesale customer and there does not appear to be an equivalence issue in breach of the SSU.

#### **Remediation undertaken by Telstra**

Telstra has implemented measures to improve the manual ordering process including:

- implementing a short-term overtime strategy
- diverting existing wholesale customer operations staff from less essential tasks to assisting with the manual ordering process where possible
- engaging support staff to assist with manual order management
- increasing the number of wholesale customer operations staff able to handle orders manually, and
- writing to all wholesale customers to advise them of ways to reduce manual intervention with orders and how to reduce site address errors.

The ACCC is satisfied that the actions taken by Telstra were appropriate in minimising the risk of any competitive harm occurring.

## **Item 7—Wholesale customer’s order was held while end user obtained access to Basic Telephone Service (BTS) through retail**

In its Annual Compliance Report, Telstra provided the following details in relation to item 7:

### **Description of the complaint**

On 15 March 2017 Telstra received a complaint through the [Accelerated Investigation Process] from a Wholesale Customer. The complaint related to the submission of a request for a BTS. The complaint alleged that the Wholesale Customer’s order was placed into held as Telstra identified there was an infrastructure shortfall to supply the [Basic Telephone Service], and that while the Wholesale Customer’s order was held, the end user approached Telstra Retail and obtained access to a [Basic Telephone Service].

### **ACCC findings**

On 15 March 2017, Telstra received a complaint through the accelerated investigations process from a wholesale customer. The complaint related to the submission of a request for a basic telephone service (BTS). The complaint alleged that the wholesale customer’s order was placed into ‘held’ as Telstra identified there was an infrastructure shortfall to supply the BTS, and that while the wholesale customer’s order was held, the end user approached Telstra Retail and obtained access to a BTS.

Telstra investigated the complaint and found that both the Telstra Retail and the Telstra Wholesale orders were placed into held as a result of an infrastructure shortfall.<sup>9</sup> Telstra further found that the different outcomes for each order were principally caused by a request for priority for the retail order, due to notification received by Telstra Retail from the end user of a medical condition. By comparison, the wholesale order did not have a request for priority assistance and, as a result, the infrastructure shortfall for the retail order was identified<sup>10</sup> in a shorter timeframe than the wholesale order.

Telstra assessed the complaint and determined that it did not raise any equivalence issue or other matter regarding compliance with the SSU obligations.

On 22 March, Telstra advised the wholesale customer of the result of the investigation, the reasons why it was not an equivalence complaint as defined in the SSU and that Telstra intended to close the complaint. Telstra closed the complaint as it did not receive a response from the wholesale customer within the specified timeframe.

The ACCC considers that the shorter held time for the retail customer was due to the Priority Assistance request by the customer expressed in the retail order and there does not appear to be an equivalence issue in breach of the SSU.

<sup>9</sup> Telstra advised that the infrastructure shortfall had affected both wholesale and retail customers equally. Both orders were placed in Held status as network extension was required.

<sup>10</sup> Telstra advised that the Wholesale Customer did not indicate on the order that a lead-in was required which would have enabled Telstra to identify that additional work was required. Further, the end user indicated a preference for underground infrastructure, although aerial was the standard option for the area. Due to the lack of an existing lead-in, the customer’s preference for supply by underground infrastructure meant that a contribution would be required from the end-user towards the cost for the underground infrastructure. The design and quotation for this additional work was not completed before the Wholesale Customer withdrew the order.

# Telstra's Migration Plan

The Migration Plan sets out the steps that Telstra will take to progressively migrate voice and broadband services from its copper and hybrid-fibre coaxial (HFC) network to the NBN as it is rolled out across Australia. In 2016–17, a further 700 NBN rollout regions reached their Disconnection Date.

The Migration Plan was revised in June 2015 to incorporate changes associated with the move to a multi-technology mix (MTM) NBN.

On 20 July 2016, the ACCC approved Telstra's proposed variation to the Migration Plan after determining that it complied with the Migration Plan Principles.<sup>11</sup> The variation reflected improvements to previous arrangements to promote a better migration experience for end users including changes to:

- expand the definition and disconnection timeframe for In-Train Order premises to give a greater number of premises more time before mandatory disconnection<sup>12</sup>
- amend the regime for disconnecting Special Services to accommodate NBN Co's release of additional wholesale product functionality by access technology, and
- formalise interim arrangements.

## Compliance processes

There were a number of occasions when Telstra operated under regulatory forbearance from the ACCC in 2016–17 regarding Telstra's Migration Plan obligations. This allowed Telstra to implement modified arrangements which were not strictly consistent with the Migration Plan but resulted in a better migration experience for end-users and industry. For example:

- fire alarm and lift phone services registered with NBN Co were not subject to managed disconnection prior to 1 July 2017, and
- a limited additional period of time was afforded to NBN Co to make certain Commonwealth High Security sites serviceable before disconnection takes effect.

In 2016–17, the ACCC accepted five proposed Required Measures provided by Telstra, detailing the disconnection processes that will apply to classes of Special Services (and Special Service Inputs). Telstra's proposed Required Measures were in response to White Papers released by NBN Co regarding the provision of Special Services through the NBN.

Special Services (and Special Service Inputs) are generally business services delivered over Telstra's copper network for which a replacement product is not initially available over the NBN. For this reason, Special Services are disconnected during the course of the NBN rollout on a different timetable to the 'region by region' disconnection process used for standard voice and broadband services. An extended timeframe for disconnection has been provided for Special Services in order to allow time for replacement product functionality to be developed.

The five Required Measures are:

- Required Measure 5(A)—Disconnection Process for Special Services and Special Service Inputs for the SS Classes Ethernet Lite BDSL—P, N and B and Wholesale Business DSL—P, N and B.

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11 The ACCC's assessment of the variation to the Migration Plan was limited to determining whether or not the Migration Plan, as varied, complies with the Migration Plan Principles issued by the Australian Government in 2015.

12 In-Train Orders premises are premises which can stay connected past the Disconnection Date in a region for a limited period.

- Required Measure 5(B)—Disconnection Process for Special Services and Special Service Inputs for the Access Service Families CustomNet Spectrum.
- Required Measure 5(C)—Disconnection Process for Special Services and Special Service Inputs for the SS Classes Wholesale ATM (over copper)—P, N and B, ATM (Rebill) (over copper)—P, N and B and ATM (over copper)—P, N and B.
- Required Measure 5(D)—Disconnection Process for Special Services and Special Service Inputs for the Access Service Families DDS Fastway, Data Access Radial, Megalink, Frame Relay, ISDN 2 and ISDN10/20/30.
- Required Measure 5(E)—Disconnection Process for Special Services and Special Service Inputs for the Access Service Family Wholesale Transmission—CRA 163—Telstra domestic tail transmission capacity service.

Telstra advised that it consulted with industry as well as NBN Co to seek feedback on the proposed disconnection process and no major concerns or comments were raised.

The Required Measures now form part of the varied Migration Plan. Telstra has advised that the first Special Services Disconnection Date for BDSL and Ethernet Lite services will occur in November 2018.

## Breaches of the Migration Plan

Whilst Telstra generally complied with its Migration Plan obligations during the period, it reported a number of minor breaches. The following sections detail these breaches.

### Notification of the disconnection schedule

Under clause 7 of the Migration Plan, Telstra is obliged to publish a disconnection schedule for the benefit of wholesale and retail customers, and to update that schedule within five business days of receiving notification of a change.

Telstra has advised that there were three instances where Telstra published the disconnection schedule later than the prescribed five days after receipt of notification from NBN Co of a new or updated rollout region Ready for Service Date. There were also three instances where Telstra identified, and subsequently rectified, some minor inaccuracies with published data. Telstra attributes these minor breaches to human error in not adhering to established processes. Telstra has advised that since April 2016, arrangements were implemented to improve its publication processes. These measures include republishing the disconnection schedule on a weekly basis, irrespective of whether NBN Co has provided any updates. Telstra advised that it has also implemented additional automation to improve its processes.

The ACCC considers that the new arrangements are likely to reduce the risk of delayed/inaccurate notification and will help to keep consumers and industry informed regarding the disconnection schedule.

### Reconnection of premises previously permanently disconnected

Telstra is required to ensure that no new copper paths or HFC lines are connected to premises that have previously been permanently disconnected, except in some circumstances regarding special services<sup>13</sup> or where a disconnection has occurred in error.

<sup>13</sup> Clause 19 of the Migration Plan.

Telstra identified a small number of instances where a copper service was supplied to premises that had previously been permanently disconnected. These instances included circumstances where:

- Telstra's processes did not prevent or detect the reconnection order being accepted
- the end-customers were priority assistance customers that had experienced delays or issues in obtaining a service on the NBN, and
- the disconnection of the copper or HFC service was successful but there was a delay in a customer's premises becoming NBN serviceable.

Telstra advised that the services that were supplied in breach of its obligations would be disconnected in accordance with either the customer request, or the managed disconnection timeframes that apply for the relevant Rollout Region. Telstra also advised that the staff involved in incorrectly supplying copper services after permanent disconnection had occurred have received additional training.

The ACCC considers that Telstra's actions were appropriate in this instance and helped to improve compliance with this obligation.

## Cease sale

Telstra's cease sale obligations are set out in clause 17 of the Migration Plan. The cease sale obligations generally prohibit Telstra from supplying new copper and HFC services to premises after it becomes NBN serviceable, except in limited circumstances.

Telstra has advised that it identified some instances during the year where services were connected that were not permitted under cease sale obligations. These non-compliant connections were attributable to system and data quality issues, and to a lesser extent human error associated with the use of manual processes. Telstra considers that the number of instances is insignificant compared to the overall population of order requests made or rejected.<sup>14</sup> Telstra has advised that it is working to promote internal compliance with the obligation by improving its automated processes, the quality of service data and has reiterated the importance of compliance to staff through various communications and training activities.

The ACCC has not identified any potential equivalence concerns arising from the limited instances of non-compliance by Telstra with its cease sale obligations and considers the measures Telstra has taken to address these limited instances are appropriate.

## Communication with retail customers about Disconnection Dates

Under clause 8.2 of the Migration Plan, Telstra is obliged to advise retail customers no less than three months before the Disconnection Date of the impending disconnection of their premises from the copper and HFC networks.

Telstra has advised that it complied with this obligation in the majority of instances. However, Telstra identified some retail customers who were given less than the specified notification timeframe set out in the Migration Plan. Telstra has stated that this was primarily attributable to limitations with internal processes and systems issues. Telstra does not consider that there was any consumer detriment as a result of this non-compliance, as Telstra advised that its retail unit provides numerous communications to its customers prior to the Disconnection Date. Telstra has also advised that it has implemented measures to reduce the likelihood of this reoccurring including additional manual checks and reviews to enhance processes.

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<sup>14</sup> Telstra advised on 13 February 2018 (in response to an information request from the ACCC) that there were less than 1200 incorrect connections, representing approximately 0.5-2.5 per cent of connections subject to Cease Sale and Order Stability Period obligations.

The ACCC considers that the steps taken by Telstra, including an ongoing retail customer communication campaign, have reduced the risk of consumer detriment associated with the late notification of disconnection in these instances and will help to improve compliance with this obligation.

## Order Stability Period

Clause 13 of the Migration Plan allows Telstra to apply an order stability period in each rollout region immediately prior and after the Disconnection Date for that rollout region. This provides Telstra time to clear any remaining pending orders before the managed disconnection process commences.

Telstra has advised that there were some instances<sup>15</sup> where it connected services that were not permitted to be connected within the order stability period. These instances arose due to data quality issues and human error associated with manual processes. Telstra considers that the volume of these instances is insignificant compared to the number of compliant orders. Telstra has advised that it is continuing to promote compliance with this obligation by imposing stricter rules to govern the types of orders allowed, improving the quality of service data and reiterating the importance of compliance with staff through training programs.

The ACCC considers that the steps taken by Telstra are appropriate and will help to improve compliance with this obligation.

## Managed disconnections

During 2016–17, Telstra continued to apply revised arrangements for managed disconnections in the first 31 Rollout Regions. Telstra advised that 32 premises remain in these regions that have yet to be permanently disconnected. Telstra stated that, of these remaining premises, approximately half are entitled to an extended disconnection timeline until they are required to be disconnected as they involve Special Services only. The remaining half are a combination of registered Fire Alarm and Lift Phone services, Multi Dwelling Unit Common Areas and Special Services.

Telstra advised that 700 NBN Rollout Regions passed their relevant Disconnection Date in 2016–17 and that by 30 June 2017, the obligation to complete mandatory disconnections for all remaining premises in accordance with clause 14.1(b) of the Migration Plan had occurred for a total of 620 NBN Rollout Regions.

Telstra noted some instances<sup>16</sup> where disconnection of services (wholesale and retail) did not occur on the required date. Telstra advised that these instances were mainly due to the potential threat to the customer's well-being if their copper service was disconnected before they had a working NBN service, or for similar reasons of concern regarding the disconnection of safety critical services. Where this had occurred, Telstra advised that it sought to ensure that disconnection was only suspended for a short period of time, and that any extensions were granted on an equivalent basis across retail and wholesale services.

The ACCC considers that the revised disconnection arrangements provide an appropriate set of protections for end-users to promote service continuity.

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15 As previously noted, Telstra advised on 13 February 2018 that there were less than 1200 incorrect connections, representing approximately 0.5–2.5 per cent of connections subject to Cease Sale and Order Stability Period obligations.

16 Telstra advised on 13 February 2018 (in response to an information request from the ACCC) that in 2016–17, less than 0.12 per cent of disconnections were granted a short term extension of disconnection beyond the required date.

# ACCC actions

The ACCC receives regular reports from Telstra in relation to its obligations under the SSU and the Migration Plan. We continue to monitor and critically examine these reports to ensure that any potential equivalence concerns or migration issues are identified, considered and addressed. The ACCC may detect non-compliance in other ways such as directly receiving complaints from wholesale customers about SSU breaches. The ACCC did not receive any such complaints in the reporting period.<sup>17</sup>

The ACCC has also continued to monitor Telstra's performance in complying with its obligations through regular equivalence and transparency metrics regarding provisioning, fault rectification, and systems availability reported by Telstra.

In each case of Telstra's non-compliance during 2016-17, the ACCC has assessed the breach and Telstra's proposal for rectification, and found no instances where enforcement action was warranted. The ACCC considers that remediation undertaken by Telstra has been sufficient to address any competitive detriment that may arise as a result of Telstra's non-compliance, and further improve its compliance arrangements.

The ACCC has continued to work with Telstra on rectification proposals to address breaches of its SSU and Migration Plan obligations and ensure that appropriate systems, processes and staff training are in place to prevent future breaches.

ACCC staff met regularly with Telstra staff to discuss compliance with its SSU and Migration Plan obligations and the progress of remediation where breaches have occurred. The ACCC has continued to focus on monitoring areas for improvement to ensure Telstra's obligations are being implemented effectively and Telstra's approach to self-regulation and compliance is robust.

The ACCC has also continued to publish reports and data on its website detailing compliance issues and actions as they arise to inform consumers and industry on the progress of the Migration Plan and Telstra's compliance with its SSU obligations.

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<sup>17</sup> The ACCC received one complaint from an end user in relation to ADSL provisioning, however, upon investigation, a breach of equivalence was not found.

# Further information

Telstra's SSU and Migration Plan are available at:

The ACCC websites:

- <http://www.accc.gov.au>
- <https://www.accc.gov.au/regulated-infrastructure/communications/industry-reform/telstras-migration-plan>
- <https://www.accc.gov.au/regulated-infrastructure/communications/industry-reform/telstras-structural-separation-undertaking>

The Telstra Wholesale website:

- <https://www.telstrawholesale.com.au/about-us/structural-separation-undertaking.html>

The legislation and legislative instruments underpinning the SSU and Migration Plan are available at the Department of Communications and the Arts website:

- <https://www.communications.gov.au/what-we-do/internet/competition-broadband/telstras-separation-framework>

# ACCC contacts

ACCC Infocentre: business and consumer inquiries: 1300 302 502

Website: [www.accc.gov.au](http://www.accc.gov.au)

Translating and Interpreting Service: call 13 1450 and ask for 1300 302 502

TTY users phone: 1300 303 609

Speak and Listen users phone 1300 555 727 and ask for 1300 302 502

Internet relay users connect to the NRS (see [www.relayservice.com.au](http://www.relayservice.com.au) and ask for 1300 302 502).

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