

TERMS OF REFERENCE

As approved by the Board on 15 December 2020

Table of contents

1.	THE TIO SCHEME	3
2.	COMPLAINTS WE HANDLE	4
	We handle complaints made by consumers	4
	We handle complaints against TIO members	4
	When complaints can be made.....	4
	Complaints we handle	5
	Complaints we don't handle.....	6
3.	HOW WE HANDLE COMPLAINTS	7
	How to complain	7
	Resolving complaints.....	8
	Requesting information.....	8
	If a complaint is not resolved by agreement.....	8
	What we can decide.....	9
	The next steps after we decide the resolution of a complaint.....	9
	What we can recommend	9
	We can arbitrate a complaint	10
	We may stop handling a complaint	10
	We may require other TIO members to assist in resolving a complaint	10
4.	OTHER RULES ABOUT COMPLAINTS	11
	We can make a temporary ruling.....	11
	We will not publish the name of the provider.	11
	When a provider can take legal action	12
	How we deal with information we collect.....	13
5.	SYSTEMIC ISSUES	13
6.	OUR OTHER ROLES	14
	Other roles under legislation, codes and standards	14
	Reporting non-compliance and regulatory issues	14
	Recommending improvements to TIO members' procedures.....	14
	Publishing reports	15
7.	MANAGING THE TIO SCHEME	15
	The Ombudsman's responsibilities.....	15
	The Ombudsman can delegate responsibilities	16
	The Board's responsibilities	17
	Changing these Terms of Reference.....	18

1. THE TIO SCHEME

1.1 Welcome to the Telecommunications Industry Ombudsman (**TIO**) scheme. These Terms of Reference explain what the TIO scheme does.

Part 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 requires carriers and eligible carriage service providers to enter into the TIO scheme to provide a dispute resolution service for complaints about telecommunications services.

1.2 The Ombudsman and Ombudsman's staff handle complaints about telecommunications services.

The Ombudsman and Ombudsman's staff are independent of government, industry and consumer groups.

1.3 These Terms of Reference explain the types of complaints the Ombudsman and staff can handle, and how we handle them.

1.4 These Terms of Reference also explain our other functions.

1.5 When handling complaints we will consider:

- (a) relevant laws; and
- (b) good practice; and
- (c) what is fair and reasonable.

We will also consider these matters when we exercise our other functions and when we develop procedures for handling complaints.

1.6 We will also:

- (a) consider any benchmarks the Commonwealth Government publishes about dispute resolution schemes; and
- (b) comply with any standards the Commonwealth Government makes for our scheme.

1.7 We aim to handle complaints in a fair, independent, economical, informal and fast way.

2. COMPLAINTS WE HANDLE

2.1 This section explains the types of complaints we will handle.

We handle complaints made by consumers

2.2 A person or business who can complain to us is called a **consumer**, meaning:

(a) a person or business who is an end-user of a telecommunications service;

An end-user is the person or business who uses (or intends to use) the service that is the subject of the complaint. This does not include an intermediate user of the service.

We have published a policy about businesses who can complain to us.

or

(b) a person or business directly affected by a telecommunications service;

This includes a person or business directly affected by failure to provide the service.

We have published a policy about businesses who can complain to us.

or

(c) an owner or occupier of land that has been or may be accessed or used by a telecommunications carrier.

We handle complaints against TIO members

2.3 We can only handle a complaint against a member of the TIO scheme (called a **TIO member**). In these Terms of Reference, a TIO member in respect of which a complaint is made is called a **provider**.

TIO members are suppliers of telecommunications services (including retail and wholesale suppliers and carriage service intermediaries that arrange for the supply of telecommunications services), telecommunications carriers or other businesses that are members of the TIO scheme.

2.4 A consumer can use our register of members to check whether a business is a TIO member.

Most telecommunications carriers and suppliers of telecommunications services (including retail and wholesale suppliers and carriage service intermediaries that arrange for the supply of telecommunications services) are required by law to be members of the TIO scheme.

When complaints can be made

2.5 We only handle complaints after the complaint has been made to the provider.

We will not handle a complaint unless the consumer or their representative has already complained to the provider (either directly or through a representative of the provider) and given the provider a chance to consider the complaint.

If we can't handle a complaint because the consumer has not already given the provider a chance to consider the complaint, we may refer the consumer or their complaint to the provider to give the provider a chance to consider the complaint.

2.6 When we receive a complaint we will look at the date that the consumer discovered the problem they are complaining about.

(a) If it has been less than 2 years since that date, we can handle the complaint.

or

(b) If it has been between 2 and 6 years since that date, we will decide whether or not to handle the complaint.

We will consider things like the consumer's explanation for the delay and any impact the delay may have on the provider. If we decide not to handle the complaint, we may be able to suggest other ways the consumer could try to resolve the problem.

or

(c) If it has been more than 6 years since that date, we will not handle the complaint.

We may be able to suggest other ways that the consumer could try to resolve the problem.

Complaints we handle

2.7 We handle the following types of complaints:

(a) a consumer's complaint about any type of telecommunications service supplied or offered by a TIO member, or the supply of which is arranged by a TIO member, where the consumer is an end-user of the telecommunications service or is directly affected by the telecommunications service;

This includes complaints about:

- *supply of a telecommunications service, such as a telephone, mobile or internet service*
- *faults with, or failure to supply, a telecommunications service or related goods*
- *billing and debt recovery*
- *manner of charging (but not setting of prices)*
- *operator services*
- *a white pages directory*
- *breach of an industry code where we are allowed by the code to handle a complaint*
- *repair and maintenance services*
- *directory assistance*
- *breach of privacy*

or

(b) a consumer's complaint about a problem with telecommunications equipment supplied by a TIO member, or with a TIO member's network infrastructure, that affects the consumer's access to a telecommunications service supplied or offered by a TIO member;

This includes complaints about:

- *faults with, or failure to supply, handsets, modems, routers and other types of equipment that a consumer uses to access a telecommunications service, and*

- *cabling up to the consumer's first telephone that is part of a TIO member's telecommunications network.*

or

- (c) a consumer's complaint about a telecommunications carrier's access or use, (or proposed access or use) of land the consumer owns or occupies.

The complaint must be about how the carrier has accessed or used (or may access or use) land under its statutory rights or under a contract with the consumer. Examples include a complaint about:

- *use of the land under a contract between the consumer and the carrier*
- *how the carrier has used its statutory rights to access or use the land (but not a complaint about the commercial decision to access or use that land)*
- *failure to notify the consumer about the proposed use of the carrier's statutory rights*
- *failure by the carrier to limit detriment, inconvenience and damage if legally required to do so, or*
- *inadequate compensation where compensation is required by law.*

2.8 We also handle any other type of complaint if the provider has asked us to handle the complaint and the consumer has agreed.

2.9 We will also handle a complaint by a consumer about a provider's agent, dealer, contractor, related company or related person. We will only hold the provider responsible if we think it is fair and reasonable to do so.

For example, in some cases we might think it is fair and reasonable to hold a provider responsible if:

- *the other person, business or company is trying to collect a debt the consumer owes or owed to the provider;*
or
- *the other person, business or company has supplied or agreed to supply equipment to the consumer that affects the consumer's access to a telecommunications service supplied or offered by the provider.*

We have published a procedure about how we decide that it is fair and reasonable to hold a provider responsible for the action of someone else.

Complaints we don't handle

2.10 We don't handle complaints about:

- (a) telecommunications policy;

or

- (b) a commercial activity of a provider that is not related to providing a telecommunications service;

or

- (c) a possible breach by a provider of a law against anti-competitive behaviour or restrictive practices;

or

- (d) content the consumer accesses through a telecommunications service;

This includes, for example, information or multimedia content such as music and videos.

However, we can handle billing complaints about content

or

- (e) customer equipment that is not for the purpose of accessing the service;

We can handle complaints about equipment mentioned in clause 2.7.

or

- (f) cabling beyond the end of a telecommunications network;

but see clause 2.7(b)

or

- (g) the setting of prices;

or

- (h) business directories, for example the Yellow Pages;

although we can handle a complaint about a white pages directory

or

- (i) the 000 emergency service.

If we can't handle a consumer's complaint we may refer the consumer to an organisation that we think can.

- 2.11 We will not handle a complaint where the specific issues raised by the complaint have been dealt with or are likely to be dealt with by a court or tribunal, or by a telecommunications or consumer regulator.

Consumers are able to start legal action after complaining to the TIO, but if they do so we will stop dealing with their complaint.

TIO members are not able to start legal action in relation to an issue that the TIO is dealing with apart from in certain circumstances- see clause 4.6.

If a consumer or TIO member discontinues legal proceedings that relate to a complaint issue, we may still consider that issue.

3. HOW WE HANDLE COMPLAINTS

- 3.1 This section explains how a consumer can make a complaint and how we will handle the complaint. We also have a published procedure about how we handle complaints.

How to complain

- 3.2 A consumer can complain by speaking to us or writing to us.

For example, a consumer can complain by calling us, e-mailing us or visiting our website.

- 3.3 A consumer can also ask someone else to complain to us for the consumer.

We can ask for proof that the consumer has given their permission for us to deal with the other person.

3.4 When we receive a complaint we will promptly tell the provider about it.

Resolving complaints

3.5 We will work with the consumer and the provider to see if they can agree on a way to resolve the complaint.

We use a variety of methods to assist the consumer and the provider to resolve a complaint. We will tell the consumer and the provider what we expect them to do to help resolve the complaint.

Requesting information

3.6 We can, at any time, tell the provider or any other TIO member to send us any information or documents they have that are relevant to the complaint. Such parties must give the information and documents to us.

We may tell the provider or any other TIO member to send us information or documents if we consider that they may have information or documents relevant to the complaint.

If we direct the provider or any other TIO member to provide information or documents, we will tell them how long they have to give us the information and documents. We will be reasonable in setting this deadline but it will not be more than 28 days.

If a provider or other TIO member has information or documents that are relevant to the complaint but which contain someone else's confidential information, we still want to see the information and documents. Such party does not have to give us the information and documents if they cannot get permission from the other person, but they must make reasonable efforts to get permission.

If a complaint is not resolved by agreement

3.7 If the consumer and the provider have not agreed how to resolve the complaint we may investigate the complaint.

We will tell the consumer and the provider if we intend to investigate the complaint.

3.8 If we finish our investigation and the consumer and the provider have not agreed how to resolve the complaint we will either:

(a) dismiss the complaint;

or

(b) decide the resolution of the complaint and tell the provider (and another TIO member if clause 3.21 applies to that TIO member) the actions they must take or not take.

When we decide the resolution of a complaint, we can also recommend that the provider (or another TIO member if clause 3.21 applies to that TIO member) take or not take further actions.

3.9 Where we dismiss or decide the resolution of a complaint at the end of an investigation, we will give the consumer and the provider written reasons.

3.10 We can publish details about any complaint we have decided or dismissed.

The details we publish may include details of the complaint the name of the provider and why we reached the decision or dismissed the complaint.

What we can decide

3.11 When we decide the resolution of a complaint, the value of any action we require (including the value of any temporary ruling we have made) is to be no more than \$50,000.

The actions we can tell the provider to take include to:

- *pay compensation to the consumer*
- *provide a telecommunications service to the consumer*
- *supply the goods or services that were complained about*
- *fix the problem complained about*
- *cancel or change a charge for a service*
- *provide specific operator services*
- *put in, leave out or fix an entry in a directory or record*

The next steps after we decide the resolution of a complaint

3.12 When we decide the resolution of a complaint, the consumer must tell us if they accept our decision.

The consumer must tell us within 21 days.

3.13 If the consumer accepts our decision, they must agree not to take any further action against the provider about the complaint.

3.14 If the consumer accepts our decision, the provider must comply with the decision.

3.15 If the consumer does not accept our decision, the provider does not need to comply with our decision and the consumer can take any further action they want about the complaint.

What we can recommend

3.16 When we decide the resolution of a complaint, we can also recommend that the provider take or not take further actions. The provider must consider our recommendation but is not obliged to accept it and the consumer cannot complain if the provider does not accept our recommendation.

For each complaint the total value of any actions we decide and further actions we recommend must not exceed \$100,000.

3.17 Where we make a recommendation about a complaint at the end of an investigation, we will give the consumer and the provider written reasons.

3.18 We can publish details about what we have recommended.

The details we publish may include details of the complaint, the name of the provider and why we made the recommendation we made.

We can arbitrate a complaint

- 3.19 If the total value of the complaint is over \$100,000, and the consumer and the provider agree, we may arbitrate the complaint instead of following our published procedure about how we handle complaints.

We may stop handling a complaint

- 3.20 We may stop handling a complaint at any time if it is fair and reasonable to do so.

Examples of this may include where:

- *we think it is reasonable for the consumer to pay some or all of the provider's charges and the consumer refuses to pay this amount;*
- *we have asked the consumer to give us documents or evidence that we think may be relevant to their complaint by a stated time, and the consumer has not done so;*
- *another person or body is able to handle the complaint more effectively or conveniently than we can. If this happens, we can (if the consumer agrees) ask the other person or body to handle the complaint and give them all of the documents and information that we have about the complaint. We will then write to the consumer and the provider to tell them who will be handling the complaint;*
- *the consumer is making the complaint for an unacceptable reason, for example only to annoy the provider;*
- *we think the provider has made a fair offer to resolve the complaint and the consumer has not accepted the offer; or*
- *the consumer's behaviour has been unreasonable.*

We have published a procedure about when we may stop handling a complaint.

We may require other TIO members to assist in resolving a complaint

- 3.21 If, at any time, we form the view that a TIO member other than the provider may be required to take or not take actions to resolve or assist in resolving a complaint, we will promptly notify the TIO member of the complaint and the reasons why we believe they are required to be involved to resolve or assist in resolving the complaint. We may tell a TIO member that has been notified of a complaint to take or not take actions to resolve or assist in resolving the complaint, or recommend that such TIO member take or not take such actions.

If, at any time, we form the view that a TIO member other than the provider may be required to take or not take actions to resolve or assist in resolving the complaint, without limiting clause 3.22 we will:-

- *promptly tell the TIO member about the complaint;*
- *tell them if we intend to investigate the complaint;*
- *tell them what we expect them to do to help resolve the complaint;*
- *tell them if we dismiss, or decide or make a recommendation regarding the resolution of, the complaint; and*
- *if our decision or recommendation relating to the complaint requires them to take or not take actions, give them written reasons.*

- 3.22 If we tell a TIO member other than the provider about a complaint, clauses 3.9 to 3.19 of these Terms of Reference will apply in respect of the TIO member as if a reference to the provider in those clauses is a reference to the TIO member, as well as or instead of the provider.
- 3.23 If we tell a TIO member other than the provider about a complaint, we may tell the relevant TIO member to take or not take actions to assist in implementing a temporary ruling made under clause 4.1 of these Terms of Reference. If we tell such TIO member to take or not take such actions, clauses 4.2 to 4.5 of these Terms of Reference will apply in respect of the TIO member as if a reference to the provider in those clauses is a reference to the TIO member, as well as or instead of the provider.
- 3.24 Once we tell a TIO member other than the provider about a complaint, clauses 4.6 to 4.8 will apply in respect of the TIO member as if a reference to the provider in those clauses is a reference to the TIO member, as well as or instead of the provider.

4. OTHER RULES ABOUT COMPLAINTS

We can make a temporary ruling

- 4.1 We can make a temporary ruling about a provider's credit management action while we are handling a complaint. The provider must comply with this temporary ruling.

For example, we can make a temporary ruling telling the provider to reconnect a service, remove a default listing of the consumer or not pursue a debt. Before we make a temporary ruling we will ask the provider to stop its credit management action voluntarily.

Examples of credit management action include:

- *any communication, for example by phone, in person or in writing, aimed at collecting money or reducing credit exposure*
- *imposing a service suspension, restriction or disconnection*
- *debiting, or attempting to debit, an amount from a credit card or other bank account*
- *reporting credit information to a third party, or threatening to do so*
- *threatening or initiating debt recovery legal proceedings or other debt collection processes*

- 4.2 We can specify how long the temporary ruling will last. This will not be more than 90 days at a time.

Once the temporary ruling has finished we can extend the ruling or change the ruling. Each time, we can specify how long the temporary ruling will last. Each time, this will not be more than 90 days.

- 4.3 We will give the consumer and the provider written reasons for our temporary ruling.

- 4.4 We can publish details about any temporary ruling that we make.

The detail we publish may include details of the complaint and why we made the temporary ruling.

We will not publish the name of the provider.

- 4.5 A temporary ruling will only apply while we are handling the complaint. The provider does not have to comply with a temporary ruling once we have finished handling the complaint.

When a provider can take legal action

4.6 Once we have told the provider about a complaint, the provider must not take legal action in a court, tribunal or alternative dispute resolution forum about the complaint unless:

(a) we have told the provider that we have stopped handling the complaint;

or

(b) we did not deal with the complaint within a reasonable time;

Where the provider thinks that we have not dealt with the complaint within a reasonable time, the provider can write to us to tell us that they want to take legal action about the complaint. We will have 60 days from receiving this notice to resolve the complaint. The provider must continue to co-operate with us during this period, including by responding to correspondence and providing information and documents that we request. If we have not resolved the complaint within 60 days the provider can start legal action. The provider must tell us promptly after starting legal action.

or

(c) the legal action is necessary to prevent a significant risk of physical injury, damage to equipment or infrastructure, or interference with equipment or infrastructure;

or

(d) the main point of the legal action is to decide whether these Terms of Reference allow us to handle the complaint;

or

(e) the main point of the legal action is to decide the meaning of part of these Terms of Reference;

or

(f) clause 4.7 allows the provider to start legal action.

4.7 Where a provider thinks that a complaint involves an important legal or policy issue or an issue that is important to the provider's business, the provider can start legal action (including against the consumer), or seek advice from another person or body (for example a telecommunications or consumer regulator) to resolve that issue.

The following rules will apply:

- *The provider can only start legal action about that specific important issue. The provider cannot take the action complained about by the consumer until that specific important issue is resolved.*
- *The provider must give us notice identifying the specific important issue, where any legal action will be started, any person or body that the provider will seek advice from and the timeframe in which the provider will start that legal action or seek that advice. This timeframe must be 90 days or less.*
- *The provider cannot give this notice if we have already decided the resolution of the complaint.*
- *If the provider starts legal action against the consumer it must pay the consumer's full legal costs and expenses, including for any appeal points raised by the provider: and the provider must (if the provider thinks it reasonable) pay those costs regularly rather than waiting until the end of the legal action. The providers notice to us must state that the provider will pay these costs and expenses.*

If the provider complies with these rules we will not handle the complaint until the specific important issue is resolved, unless the provider fails to start legal action or seek advice within the specified timeframe, or if we think a delay would make it hard to resolve the complaint fairly or would cause unreasonable difficulties for the consumer.

- 4.8 A provider can always report actual or suspected criminal activity to a suitable authority (e.g. the police) and assist such an authority with its work.

How we deal with information we collect

- 4.9 We will comply with privacy legislation and our privacy policies for information we collect.

- 4.10 If we are required by law to disclose information received, we will, wherever possible, notify the person who provided the information to us so that they can seek to challenge the disclosure.

- 4.11 We may share information with regulators, government bodies and community and industry groups.

For example, we may share information:

- *that may be relevant to the investigation or enforcement roles of a regulator*
- *for the purposes of increasing legal compliance or promoting good practice*
- *for the purposes of suggesting improvements to the provision of telecommunications services*
- *to provide an independent voice about consumer telecommunications issues*

We have published a procedure about how we may share information

We will comply with privacy legislation and our privacy policy if we share information

5. SYSTEMIC ISSUES

- 5.1 Where we identify a systemic issue, we will work with the relevant TIO member to try to resolve the issue.

A systemic issue is a concern about a system, process or practice of a TIO member or TIO members that may or does affect a significant number or particular type of consumers.

We can handle a systemic issue with or without a complaint.

We have published a procedure about how we handle systemic issues.

- 5.2 Where we cannot resolve the systemic issue by agreement, we may make recommendations to the TIO member for resolving the issue. The TIO member must consider our recommendations and take steps to resolve the issue.

When we make such recommendations we will discuss them with the TIO member. If the TIO member agrees with our recommendations, the TIO member must implement them. If we think the systemic issue remains unresolved, we may use our powers under these Terms of Reference to share information about the systemic issue with other bodies.

- 5.3 We may stop handling a complaint connected to a systemic issue until we have finished handling the systemic issue.

If this happens, we will tell the TIO member and the consumer that we have stopped handling the complaint.

6. OUR OTHER ROLES

Other roles under legislation, codes and standards

- 6.1 We have other roles that come from legislation, industry codes and industry standards.

For example:

- *we can give an evidentiary certificate stating that a TIO member has not met the Customer Service Guarantee Standard*
- *the Telecommunications Code of Practice allows a person objecting to a telecommunications carrier's land entry activities to require the carrier to refer the objection to us*
- *an industry code can give us the power to handle complaints under that code*

Reporting non-compliance and regulatory issues

- 6.2 We can publish the name of a TIO member (or anyone who should be a member of the TIO scheme) where we consider that such party does not comply with the TIO scheme. We can also publish details of how they do not comply.

We have published a procedure about how we will use this power.

- 6.3 We can tell the telecommunications regulator or another regulator about conduct by a TIO member that may be relevant to the investigation or enforcement roles of that regulator, and give the regulator any relevant information and documents.

We have published a procedure about how we will use this power.

Recommending improvements to TIO members' procedures

- 6.4 We can give a TIO member a report where we consider that the TIO member's general telecommunications policy or commercial practices:

- (a) have contributed to a complaint;

or

- (b) have caused a number of similar complaints;

or

- (c) have made the investigation or handling of a complaint more difficult;

or

- (d) should be referred to the telecommunications regulator.

- 6.5 We can also recommend to a TIO member how the TIO member can improve their complaint handling procedures. The TIO member must reasonably consider these recommendations.

Publishing reports

- 6.6 We can publish reports about our activities and about issues that relate to the TIO scheme and the telecommunications industry.

Examples of information that we can publish in our reports are:

- *complaint statistics and trend analyses*
- *information about our work on systemic issues*
- *case studies based on complaints we have handled*

7. MANAGING THE TIO SCHEME

- 7.1 The TIO scheme is operated by a company called Telecommunications Industry Ombudsman Limited (**TIO Limited**).
- 7.2 The TIO scheme is managed by an Ombudsman and a Board of Directors. This section explains their responsibilities.

The Ombudsman's responsibilities

- 7.3 The Ombudsman is responsible for:

- (a) handling complaints;

and

- (b) making policies and procedures, to the extent the Board delegates this responsibility to the Ombudsman;

By approving these Terms of Reference, the Board has delegated to the Ombudsman responsibility for making policies and procedures for handling complaints and systemic issues.

Before making any policy or procedure the Ombudsman must discuss it with the Board and consider any comments the Board makes.

Any policy or procedure must be consistent with these Terms of Reference, the Constitution of TIO Limited and the goals and overall strategy set by the Board for TIO Limited and the TIO scheme.

and

- (c) managing the TIO scheme's day-to-day operations;

This includes:

- *working with industry bodies, regulators and other government authorities*
- *appointing and terminating the appointment of staff (other than an Acting Ombudsman, and subject to consultation with the Board if the Ombudsman decides to appoint or terminate the appointment of a Deputy Ombudsman or Acting Deputy Ombudsman)*

- *making sure we have an up-to-date list of TIO members available to the public*
- *keeping data about the complaints we handle and requests for information we receive*
- *giving confidential reports to TIO members and the Board as the Ombudsman thinks appropriate*

and

- (d) managing the TIO scheme's finances;

The Board is ultimately responsible for the TIO scheme's finances. The Ombudsman manages the TIO scheme's finances subject to the Board's oversight.

The Ombudsman must:

- *control (subject to the Board's oversight) and monitor the TIO scheme's finances*
- *give the Board regular reports about the TIO scheme's finances*
- *make sure our spending is efficient and kept within the approved budget*

and

- (e) managing the overall performance of the TIO scheme.

This includes:

- *meeting any goals set by the Board*
- *in consultation with the Board, preparing our annual report*
- *attending meetings of the Board and Board committees when invited by the Board or the committee (but the Ombudsman cannot vote in these meetings)*
- *in consultation with the Board, promoting the TIO scheme*
- *making general statements in public about the TIO scheme*
- *making recommendations to the Board about reviews of the TIO scheme*

- 7.4 An Acting Ombudsman has the same functions, powers and responsibilities under these Terms of Reference as the Ombudsman. References to the Ombudsman must be read as including any Acting Ombudsman.

The Ombudsman can delegate responsibilities

- 7.5 Only the Ombudsman (or the Deputy Ombudsman or Acting Deputy Ombudsman, if delegated by the Ombudsman) can do the following things:

- (a) decide the resolution of a complaint where the value of the resolution is worth more than \$5,000;

or

- (b) make a recommendation after investigating a complaint;

or

- (c) arbitrate a complaint.

- 7.6 The Ombudsman may delegate the following things to employees who have been approved by the Board as authorised decision-makers:
- (a) temporary rulings
 - (b) deciding the resolution of a complaint where the outcome is worth no more than \$5,000 (excluding GST)
- 7.7 The Ombudsman can delegate any other responsibility to any of our staff. This includes any responsibility under a law, an industry code or an industry standard unless the law, industry code or industry standard prevents delegation of the responsibility.

The Board's responsibilities

- 7.8 The Board is responsible for:
- (a) managing the business, affairs and property of TIO Limited;
and
 - (b) monitoring the overall performance and results of TIO Limited and the TIO scheme;
and
 - (c) setting goals and the overall strategy for TIO Limited and the TIO scheme;
and
 - (d) managing TIO Limited's finances;
This includes:
 - *overseeing the Ombudsman's management of our spending*
 - *overseeing our capital management, funding and cashflows*
 - *ensuring we have sufficient funding*
 - *setting financial delegations*and
 - (e) overseeing TIO Limited's systems for risk management auditing and legal compliance;
and
 - (f) appointing and terminating the appointment of the Ombudsman;
The Board can also appoint and terminate the appointment of an Acting Ombudsman.
and
 - (g) making policies and procedures for TIO Limited and the TIO scheme, subject to any delegation of this responsibility to the Ombudsman;
Responsibility for making policies and procedures for handling complaints and systemic issues has been delegated by the Board to the Ombudsman by these Terms of Reference.
and
 - (h) providing advice to the Ombudsman;

and

- (i) maintaining the Ombudsman's independence.

Changing these Terms of Reference

7.9 Every 12 months the Ombudsman will consider whether the financial limits on the Ombudsman's powers should be changed.

7.10 The Ombudsman can suggest a change to these Terms of Reference to the Board at any time. The Board can also make its own suggestion for a change to these Terms of Reference at any time.

The Ombudsman and the Board will discuss any suggested change.

7.11 The Board will decide whether to make the suggested change. Before making the change, the Board must inform the Federal government ministers in charge of communications and consumer affairs policy about the change and consider any comments they make.

7.12 Any decision by the Board to change these Terms of Reference can only be made by a special resolution of the Board.

A special resolution of the Board is a resolution of the Board where at least 75% of the directors who are allowed to vote on that resolution at the meeting that considers the resolution vote in favour of the resolution (in person or through their alternate).