

## Our Customer Terms

### Priority Assist Section

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Certain words are used with the specific meanings set out on page 5.

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## 1 When does this section apply?

- 1.1 This is the Priority Assist section of Our Customer Terms.
- 1.2 [The General Terms of Our Customer Terms](#) also apply to services described in this section. To understand your rights and obligations you need to read both this section and the General Terms.
- 1.3 If anything in the General Terms is inconsistent with something in this Priority Assist section, then this section applies instead of the General Terms to the extent of the inconsistency.

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## 2 Priority Assist

### What is Priority Assist?

- 2.1 Priority Assist is a service designed to help our residential customers, or people living at their home, who have a diagnosed life-threatening medical condition and whose life may be at risk without access to a fully operational telephone service.
- 2.2 Priority Assist is provided on the terms set out in our Policy Statement approved by the Minister on 1 October 2014, including any approved variations or replacements of those documents. If these documents are to be changed or replaced, and it has detrimental effects on you, we will provide notice of this 30 days before the changes or replacement takes effect.

### Are you eligible?

- 2.3 You are eligible to apply for Priority Assist if you, or someone living at your home, has a diagnosed life-threatening medical condition and that due to the medical condition, the individual concerned has:
  - (a) a significantly increased possibility of a rapid deterioration in their condition to the point that they may die; and
  - (b) where prompt attendance by an ambulance, or prompt provision of telephone advice by a doctor or health professional could avert the individual's death.
- 2.4 You are not eligible to receive Priority Assist from us under this section of Our Customer Terms if you are:
  - (a) a customer of Telstra Wholesale (such as a carrier or carriage service provider); or

(b) the end-user of such a customer.

2.5 If you are not our customer, you are not eligible to receive Priority Assist from us. You will need to speak to your service provider to see if they offer a similar service.

### **Charges**

2.6 We do not charge registered customers for Priority Assist.

2.7 Priority customers must still pay our standard fees for connecting a new service, as set out under [Part A — General of the Basic Telephone Service Section of Our Customer Terms](#)

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## **3 Priority Assist service levels**

3.1 Priority Assist offers registered customers the highest level of service practicably available at the time for connection and fault repair of their fixed voice service.

3.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms and to the extent permitted by law, we do not promise to meet these service levels, or to provide priority customers continuous, fault-free services. We do not have to compensate you for failing to meet these service levels.

### **Connection**

3.3 For priority customers who do not have a fixed voice service at their residence, we aim to connect the first fixed voice service within 24 hours of receiving the request to connect in urban & rural areas, and within 48 hours in remote areas (if that is reasonable in the circumstances).

### **Fault repair**

3.4 Priority customers must nominate one of their services for which they want priority fault repair. Where a priority customer has no operative fixed voice services at their residence (including a fixed voice service supplied by someone other than us), we aim to repair faults on the nominated service within 24 hours of being notified of the fault in urban & rural areas, and within 48 hours in remote areas (if that is reasonable in the circumstances).

### **Interim and alternative services**

3.5 If we determine that we cannot meet the timeframes in 3.3 to 3.4, we will offer you an interim priority service or an alternative service (where applicable), unless circumstances beyond our control prevent it.

An example of an alternative service is a service that diverts incoming calls to a mobile service or a second fixed service. An example of an interim priority service is a satellite mobile phone (charged at satellite mobile call rates) as a temporary substitute for the fixed voice service.

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## 4 Applying for Priority Assist

### Application form and evidence of eligibility

- 4.1 If you believe you are eligible for Priority Assist, you must apply to us by submitting a completed Priority Assist application form, including the privacy consent, and obtain certification by a medical practitioner or other authorised person as specified by Telstra.

### You need to re-apply every three years

- 4.2 If we accept your application, you become a priority customer for up to three years. You need to re-apply every three years to remain a priority customer.

### Tell us if things change

- 4.3 You must tell us if your circumstances change. You may no longer be eligible for Priority Assist.

### If we reject your application

- 4.4 We may reject your application. If you are unhappy with that decision, you can ask us to review it. If you are unhappy with our review, you can then ask the Telecommunications Industry Ombudsman to review the matter.

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## 5 Priority customers having difficulty paying bills

- 5.1 If you are a priority customer repaying an overdue bill according to a payment arrangement agreed with us, we will not disconnect your service while you comply with the arrangement. If you have an overdue bill, you will need to contact us and agree on a payment arrangement. Otherwise we may disconnect your service under [the General Terms of Our Customer Terms](#). Where your account is disconnected, Priority Assist will cease to apply from the date of disconnection.

- 5.2 While you remain a priority customer, if you do not make a payment according to the agreed payment arrangement or your account is suspended, we will give you a “soft dial tone” if your fixed voice service is on a local access network that Telstra controls (unless you are experiencing a fault).

A “soft dial tone” allows you to call our customer service and fault centre numbers and make emergency calls to 000. You will not be able to make other calls or receive calls.

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## 6 Ineligible customers

- 6.1 If we accept your application to receive Priority Assist but later discover you were not eligible, we may charge you the amounts set out in the table below if we have incurred additional costs for the higher level of service provided to you. These charges are genuine pre-estimates of these additional costs.

6.2 We will only rely on our rights in 6.1 if:

- (a) you have clearly misrepresented your status or you have clearly sought to abuse the policy; and
- (b) you did not have reasonable grounds to expect that your diagnosed medical condition would have met the specified eligibility criteria; and
- (c) our operational experience arising from the application of this Priority Assist program results in 10% or more of the customers seeking to enjoy the benefits of the program falling within the circumstances described in (a).

Charges for ineligible customers	GST incl.
If an ineligible customer has had a fixed voice service or other service connected under the Priority Assist program	<b>\$108.90</b>
If an ineligible customer has had a fault repaired on a nominated service under the Priority Assist program	<b>\$130.90</b>

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## 7 Special meanings

In this section:

**alternative service, interim priority service and fixed voice service** have the respective meanings given in our Policy Statement.

**customer** is defined in [the General Terms of Our Customer Terms](#).

**Minister** has the meaning given in the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997.

**Policy Statement** means our Priority Assist for Life Threatening Medical Conditions Policy. A copy of our Policy Statement can be found at <https://www.telstra.com.au/consumer-advice/customer-service/priority-Assist>.

**remote areas, rural areas and urban areas** have the respective meanings given in of our Policy Statement.