Financial Hardship Policy

(Residential & Small Business Customers)

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Financial Hardship Policy

To the extent of any inconsistency, our Payment Assistance Policy prevails over this Financial Hardship Policy.

Financial hardship

This policy applies when the following customers acquire telecommunications products that are not for resale:

- individuals acquiring products for personal or domestic use;
- not-for-profit organisations or businesses that do not have a genuine and reasonable opportunity to negotiate our customer contract and with an annual spend of less than $40,000.

Financial hardship involves a situation where a customer is unable to meet their financial obligations to us (for reasons such as illness, unemployment, domestic or family violence, or another reasonable cause) – but they reasonably expect to be able to do so with an adjustment to their payment and/or service arrangements. If you wish to claim financial hardship and adjust your payment/service arrangements, please contact us. Each situation will be assessed on a case by case basis – and there are no charges involved.

Our financial hardship policy

This policy sets how we can work with customers who are experiencing financial hardship to pay their account over time, whether temporary or long term. We are committed to helping customers facing financial hardship maintain telecommunications access and to working with you to find a suitable solution. The help that we can offer you will depend on your individual circumstance.

Definition

The C628:2019 Telecommunications Consumer Protections (TCP) Code (”TCP Code”) defines “financial hardship” as a situation where a customer is unable, within reason, to meet their financial obligations to us under their contract. They expect, however, to be able to do so if their payment and/or service arrangements are changed.

Financial hardship can take place over a limited timeframe or be long-term, and can be caused by:

- loss of employment, either for that person or a family member;
- family breakdown – including domestic or family violence;
- illness – including physical incapacity, hospitalisation, or mental illness, either for that person or a family member;
- a death in the family; or
- unexpected or increased family commitments, because of circumstances like those listed above.

You can claim financial hardship if you think you’ll be able to meet your financial and contractual obligations to us by changing your payment/service arrangements. If you’re experiencing payment difficulties from time to time, you won’t be eligible for financial hardship assistance under this policy. See our exclusions below.

Our policy aims to be flexible enough to accommodate each customer’s individual circumstances. If you want to claim financial hardship and adjust your payment/service arrangements, please get in touch.

Information that is available

We can provide you with a summary of this policy either in writing or over the telephone if:

- you ask for it;
- you indicate to us that you’re in financial hardship; and
- we consider that you may be eligible.

All our reminder notices include information about this policy.

Training

Our team members who are responsible for discussing financial hardship payment arrangements with you are fully trained in this policy.

Assessment and evidence of financial hardship

We'll assess your eligibility for assistance on request under our financial hardship policy – considering your individual circumstances. As part of that assessment, we may request supporting documentation from you by post or email.

We'll only ask for this if:

- it appears that the financial arrangements will need to be long term;
- we consider the amount that needs to be re-paid is large or significant;
- you haven't been our customer for very long; or
- we're concerned that there's fraud involved.

We consider the following to be evidence of financial hardship:

- evidence of an unforeseen change in your circumstances;
- in some cases, evidence that you have met with and/or are accompanied by a recognised financial counsellor; and
- documentary evidence – such as a statutory declaration from a person familiar with your circumstances (family doctor, priest, bank officer etc). This information must meet the criteria of the *Privacy Act 1988* (Cth) regarding how it has been collected, used and retained.

We may not be able to make an assessment of your circumstances if you don't provide us with the requested information. We may also use the information you provide as well as other information available to us. Once we've received all the information we need, we'll let you know within 5 working days whether you're eligible for assistance under our Financial Hardship Policy.

Assistance from financial counsellors

If we feel that you're experiencing genuine and long-term financial hardship, we may ask you to seek the help of a financial counsellor to discuss your situation – and hopefully benefit from this assistance.

The reasons why we might request that you seek their advice and assistance include:

- when it's apparent that your financial situation is genuine, serious and permanent – and you need expert financial advice and counselling;
- it appears that you're paying us at the expense of other bills, and that you may need financial advice and counselling to make sure all of your high-priority bills are paid for you to maintain a reasonable standard of living. For example, it may be appropriate for you to work with the financial counsellor to decide which bills need to be paid first; and
- we can't agree on a reasonable payment arrangement (i.e. the suggested payments and the length of time to meet your financial obligations) without a financial counsellor's assistance and advice.

Note: We won't ask you to ask a financial counsellor for advice every time a payment arrangement is being discussed, only where the conditions listed above are involved.

Establishment of financial hardship

Once it's been established that you meet our financial hardship criteria, we'll agree a suitable arrangement between you, your financial counsellor (if you have one) and our Credit team. You'll be asked to keep to this payment arrangement.

Conditions

- You're an individual residential customer.
- The financial hardship process will be reasonable to both you and us.
- We want to maintain our relationship with you.
- We'll take into account your individual circumstances.

- We'll look to identify appropriate products or services for you that will enable you to retain a level of access and still manage your future communications spending.

The aim of any agreed financial arrangement is that the repayment should still cover your expected use of the service in the future – while continuing to reduce your debt.

Your obligations

- You acknowledge the debt and your obligation to repay it.
- You'll provide us with enough information for both parties to decide what constitutes a reasonable payment arrangement.
- You accept responsibility for reducing your phone usage to a level that you're able to pay – and you're prepared to take up relevant call barring options to achieve this.
- You accept the restricted level of access that we negotiate with you.
- You'll make repayments to us as agreed under the financial hardship arrangement.
- If you experience any further financial difficulty, you'll tell us immediately and we'll review your situation.

Our responsibilities

- We'll ensure that none of your outstanding debt is in dispute.
- We'll confirm that you are the person who is legally liable to pay the debt.
- We'll not take credit management action whilst financial hardship arrangements are being discussed.
- If limiting access to some or all of your services, we'll ensure access is limited as agreed and the limitations are explained.
- We'll provide you with a spend control option (e.g. call barring), or if available, a low cost interim option until you can continue with your original payments.
- The arrangements will be ones that you can meet.
- We'll look at temporarily postponing or deferring payments.
- We'll look at waiving our disconnection and late payment fees.
- We'll monitor your compliance with the financial hardship arrangement.
- We'll not change the terms of the arrangement if you are meeting those terms.
- We'll clearly explain the terms of the payment arrangement to you.
- We'll ask you to contact us if your situation changes during the term of the arrangement.
- We'll be willing and able to review the terms of the financial hardship arrangement if you tell us that your circumstances have changed.
- We'll make sure you are fully informed of your rights and obligations under the arrangement.

We won't undertake credit management action, including listing of your debt with an external credit reporting agency, while a financial hardship arrangement is being actively discussed with us – or during the course of the financial hardship arrangement – unless:

- you breach the terms of the arrangement;
- credit management action appears to be reasonable in the circumstances;
- you don't comply with the terms of the arrangement and don't notify us to re-negotiate. In this case, we'll take reasonable steps to contact you or your financial counsellor (if applicable) before taking further credit management action;
- we can't make contact – in which case we'll resume normal credit management action, including restriction or suspension of the service or termination of the contract. This action will be in accordance with our credit management policies and the credit management code; or
- your payment request, after negotiation, remains at greater than 12 months. At this point you could be referred to an external credit reporting agency, with your "statement of means" forwarded to the relevant agent.

It's also worth noting:

- payment arrangements for the settlement of all due balances must be made within 12 months; and
- documents supporting your position must be on the official letterhead of the organisation assisting you with your claim.

Exclusions

Financial hardship doesn't apply to:

- Customers who wish to negotiate time to pay their bill within a short period of time (usually 3 months).
- People who are bankrupt.

Once we come to an agreement, we'll put it in writing through a letter or email that's sent you. You'll need to let us know if your circumstances change (for better or for worse) during our arrangement.

We won't charge you for assessing or administering your financial hardship enquiry.