

Financial Hardship Policy

Financial Hardship

Financial hardship involves a situation where a person is unable (for reasons such as illness, unemployment or another reasonable cause) to meet their financial obligations to us, 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. There are no charges associated with this service. Each situation will be assessed on a case by case basis.

Our Financial Hardship Policy

The purpose of this policy is to ensure that if we have customers who are experiencing financial hardship, we can work with them to pay their account over time whilst maintaining ongoing access for them to some telecommunications services.

Definition

Financial hardship involves a situation where a person is not reasonably able to meet their financial obligations under their contract with us, but they expect 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. It can result from a number of factors including:

- loss of employment, either for that person or a family member;
- family breakdown;
- illness, including physical incapacity, hospitalisation, or mental illness, either for that person or a family member;
- a death in the family; and/or
- unexpected or increased family commitments, due to circumstances such as the above.

You can claim financial hardship if you think you can reasonably expect to be able to meet your financial and contractual obligations to us by changing your payment/service arrangements. If you are experiencing payment difficulties from time to time, that is not a situation that qualifies as financial hardship and will not qualify for assistance under this policy. See our exclusions below for further details.

Our policy aims to be flexible enough to accommodate the circumstances of each individual customer experiencing genuine financial hardship. If you wish to claim financial hardship and adjust your payment/service arrangements, please contact us.

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 are in financial hardship; and/or
- we consider that you may be eligible.

All of our payment reminder notices include information about this policy.

Training

The staff responsible for discussing financial hardship payment arrangements with you are fully trained in respect of this policy.

Assessment and Evidence of Financial Hardship

On request, we'll assess your eligibility for assistance under our financial hardship policy. As part of this, we'll take into account your individual circumstances, which may require you to provide us with supporting documentation if we request it from you.

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 repaid is large or significant;
- you have not been our customer for very long; and/or
- we are concerned that there is 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;
- documented 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) in terms of how it has been collected and is used and retained.

Assistance From Financial Counsellors

In some cases, where we believe you are experiencing genuine and long-term financial hardship, we may ask you to seek assistance from a financial counsellor to discuss your financial situation. We believe some customers may benefit from the experience of a financial counsellor. The reasons why we may request that you seek their advice and assistance can include:

- it is apparent that your financial situation is genuine, serious and permanent and you need expert financial advice and counselling;
- it appears that you are paying us at the expense of other bills, and that you may need financial advice and counselling to ensure your bills are paid in the correct order of priority in order 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 the priority of the bills that need to be paid; and/or
- we cannot agree 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 seek the advice of a financial counsellor in all the circumstances where a payment arrangement is being discussed – only where the conditions detailed above are involved.

Establishment of Financial Hardship

Once it has 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 will be asked to keep to this payment arrangement.

Conditions

To be eligible to receive assistance under our financial hardship policy, we will have regard to the following items (and any others which we consider to be reasonably relevant):

- whether you are a residential customer;
- the reasonableness of the financial hardship assistance sought and/or offered;
- your individual circumstances; and
- appropriate products or services for you that will enable you to retain a level of access and still manage your future communications spending.

Documentation supporting your position must be on the official letterhead of any organisation assisting you with your claim for financial hardship assistance.

The basic principle of any agreed financial arrangement is that the repayment should be sufficient to cover your expected future use of the service, as well as continuing to reduce your debt.

Your Obligations

If you become eligible to receive assistance under our financial hardship policy:

- you acknowledge the debt and your obligation to repay the debt;
- you must provide us with enough information for both parties to decide what constitutes a reasonable payment arrangement;
- you accept responsibility for reducing your internet usage to a level that you are able to pay and you must be prepared to take up relevant restrictions to achieve this;
- you accept any restricted level of access that we negotiate with you;
- you must make repayments to us as agreed under the financial hardship arrangement; and
- if you experience any further financial difficulty, you'll tell us immediately and we'll review your situation.

What We Will Do

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 you 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; or
- you agree.

If you breach the terms of the arrangement and don't notify us to re-negotiate, we'll take reasonable steps to contact you or your financial counsellor (if applicable) before taking further credit management action.

If we can't make contact, we'll resume normal credit management action, including restriction or suspension of the service or termination of our contract with you. This action will be in accordance with our credit management policies and the credit management code.

Only our recoveries department or a credit manager can action financial hardship matters. Payment arrangements for the settlement of all due balances must be made within a timeframe of 12 months. If your payment request, after negotiation, remains at greater than 12 months, then you may be referred to an external credit reporting agency and your "statement of means" forwarded to the relevant agent.

Exclusions

Financial hardship assistance does not apply to:

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