



Financial Hardship Policy

Purpose

Financial hardship is a situation where our residential, small business and not for profit customers as defined under the Telecommunications (Financial Hardship) Industry Standard 2024 are unable to discharge their financial obligations in relation to their telecommunications services due to a reasonable temporary or ongoing cause, but where the customer expects to be able to do so over time if payment arrangements are changed.

The Process

Our policy has been developed to assist customers that are experiencing a genuine period of financial hardship, either temporary or long-term in dealing with Bendigo Telco. We are committed to helping our customers facing financial hardship maintain telecommunications access and working with them to find a sustainable solution

Financial Hardship assessment is **free of charge** and disconnection of services will only be applied as a measure of last resort.

Any help we can give you will depend on your individual circumstances, and we provide help on a case-by-case basis.

Financial hardship definition:

- a) a situation where you are unable to discharge your financial obligations owed to Bendigo Telco due to any of the following circumstances, including:
 - illness such as physical incapacity, hospitalisation, or mental illness, either for you or a family member;
 - loss of employment;
 - being a victim survivor of domestic or family violence;
 - a family breakdown;
 - a death in their family;
 - a natural disaster;
 - other factors resulting in an unforeseen change in their ability to meet their payment obligations, either due to a reduction in income or through an increase in non-discretionary expenses.

- b) where you consider that you will be able to discharge your obligations if an agreed arrangement for financial hardship assistance is implemented

Financial Counsellor assistance

If you would like to talk to a financial counsellor or a consumer advocate who deals with financial difficulty matters, there are support services that can help and that are available free anywhere in Australia.

The National Debt Helpline can be contacted by ringing **1800 007 007** (minimum opening hours are 9.30 am – 4.30 pm Monday to Friday). This number will automatically switch through to the service in the State or Territory closest to you. Alternatively, you can find the financial counselling service nearest to you by visiting:

<https://ndh.org.au/financial-counselling/find-a-financial-counsellor/>

Or you may look to seek support from other community welfare groups such as St Vincent de Paul Society, The Salvation Army or Anglicare in your area.

Contact details

Bendigo Telco will take all reasonable steps to help identify financial hardship. However, we encourage you to contact us if you are experiencing any difficulties paying our services. If you would like to discuss any Financial Hardship matters, contact our Customer Experience team via:

- call **1300 228 123** between 8:30am – 5:30pm Monday – Friday (excluding Public Holidays).
- email **customerhelp@bendigotelco.com.au**

If you require assistance due to a disability, from a culturally or linguistically diverse background or other special needs we will help you with another appropriate contact.

Translating and Interpreting Service (**TIS National**) provides interpreter services 24/7 every day, call **131 450** or online at <https://www.tisnational.gov.au/>

The National Relay Service (**NRS**) can help you if you are deaf or find it hard to hear or speak to hearing people on the phone. <https://www.accesshub.gov.au/about-the-nrs>

Application

To apply for financial hardship or where Bendigo Telco may request additional information for assessment of a financial hardship, the following methods are available to you:

- by post to: Attention: Credit and Collections
 PO Box 1062
 Bendigo VIC 3552
- in person: Attention: Credit and Collections
 Shop 34, Fountain Court
 Bendigo VIC 3550
- electronically: **creditandcollections@bendigotelco.com.au**

Assessment

When assessing your eligibility for financial hardship, Bendigo Telco will look to work together to review your position. Bendigo Telco is here to help.

If you identify or appear to be a victim survivor of domestic or family violence or are seeking short-term assistance, you are not required to provide the below information as part of that assessment.

As part of any other assessment process, Bendigo Telco may request you supply supporting documentation to conduct the assessment. However, we would not ordinarily require it unless:

- it appears that the financial arrangement will need to be long term;
- Bendigo Telco considers the amount to be repaid large or significant (more than \$1000);
- That you have not held services with us for very long (less than 2 months); or
- Bendigo Telco reasonably believes there is a possibility of fraud.

If you satisfy one of the above criteria, we may ask you to provide certain documents such as:

- a statutory declaration or official written communication from a person or support group that is familiar with your circumstances;
- medical certificate;
- evidence that you consulted a recognised financial counsellor; and
- a statement of your financial position.

Where Bendigo Telco does require supporting documentation, our staff must advise you that:

- that the assessment may be based on the information provided by you;
- that, where the requested information is not provided, an assessment may not be made;
- that false or incomplete information may result in Bendigo Telco cancelling any hardship arrangement; and
- if the information is not sufficient to make an assessment of eligibility, of what other information is needed to make an assessment.

Once Bendigo Telco receives all required information, we must assess your application within **5 business days** whether you are eligible for assistance under our Financial Hardship Policy and advise you of the outcome of the assessment within **2 business days** after completion of the assessment.

If you are eligible for financial hardship, we will work with you to come to an arrangement that allows you to pay your outstanding charges in a way that does not worsen your financial position. Where appropriate we will discuss with you means on how to limit your spend (this may include barring some service features) during the time of our arrangement and thereafter.

The basic principle of any financial hardship agreement is that the repayment should be sufficient to cover your anticipated future use, as well as continuing to reduce incurred debt. To ensure that a financial hardship resolution is appropriate, the following conditions will be met:

- the resolution must be reasonable for both parties;
- both express a willingness to maintain the relationship;
- consideration will be given with regard to your individual circumstances;
- steps have been taken to identify appropriate products/exclusions that will enable you to retain a degree of access whilst managing your telecommunications costs and providing you with the ability to repay your debt.

Financial Hardship Agreements will be approved by our Manager Finance or other authorised delegate. Once a financial hardship agreement has been approved, we must within **2 business days** provide you with notice in writing of:

- not pursue further credit management action, such as charging late fees or pursuing debt collection, while the agreement is in place;
- monitor your compliance with the agreement;
- not change the terms of the agreement if you are meeting the terms; and
- willingly review the terms of the financial hardship agreement if you advise us that your circumstances have changed.

Throughout this process, we will treat you with compassion and respect. If your application for Financial Hardship is declined, we must advise you in writing.

Customer Options

Where you are experiencing Financial Hardship, there are a few options that may be available to you depending on your circumstances. If you wish to stay connected with us, some options may include:

- restriction of service, in respect of overall or specific services;
- transferring you to a contract which includes hard caps or shaping (if available); or
- low-cost interim options until you can continue with original payments.
- temporarily postponing or deferring payments;
- agreeing on an alternative arrangement, plan, or contract;
- waiving late payment fees, cancellation fees; or
- incentives for making payments.

Complaints Handling Process

If you wish to raise a complaint regarding the determination of a Financial Hardship application, you can do so via our **Customer Complaints and Feedback Policy**.

The raising of a complaint by yourself does not prevent you from agreeing to an arrangement for financial hardship assistance.

Pursuant to the Australian Communications Media Authority ('ACMA') Complaints Standard, a complaint does not include an initial call to request information, support, to report a fault, or service difficulty unless you advise us that you want that call treated as a complaint and does not include an issue that is the subject of legal action.

As an additional safeguard to ensure that complaints are properly managed, any complaints data that we receive may be provided to the ACMA to allow it to monitor our complaints-handling process in line with the ACMA Record-keeping Rules.

You can also contact the TIO on **1800 062 058** or online **www.tio.com.au** to make a complaint.

Staff Training and Education

By adopting this policy, Bendigo Telco has given a commitment to ensuring that staff responsible for the day-to-day management of customer inquiries and customer debt management are aware of the policy and process of identifying, assessing, and managing customers in accordance with the requirements under Parts 1 to 6 of the *Telecommunications (Financial Hardship) Industry Standard 2024* and this documented process.

In particular:

- before staff responsible first start dealing directly with consumers; and
- annual after they first receive training.

Review or Cancellation of the Agreement

Review or Cancellation of the agreement will only occur under the following circumstances:

- both parties mutually agree to terminate the agreement.
- where you advise us within 14 days if your circumstances change during the term of your financial hardship agreement. We will then review your financial hardship agreement within 5 business days of you informing us of your change in circumstance.
- where you do not comply with the terms set out in the financial hardship agreement.

In the event that you breach the terms of your agreement, we will undertake to contact you at least three times over a 10-day period to discuss the matter and offer to review the arrangement. If we are unable to contact you, after giving you at least 10 business days' notice, we may cancel your financial hardship arrangement. This may result in credit management action as defined within our Credit Management Policy.

Privacy

Bendigo Telco understands our customers concerns about the confidentiality of information they provide.

We are committed to protecting both your Personal Information in accordance with the *Privacy Act 1988* (Cth) as well as Credit-related Information under the *Privacy (Credit Reporting) Code 2014*.

Refer to **Privacy and Credit Reporting Policy** document for further details.