

## SUMMARY FINANCIAL HARDSHIP POLICY

The Telecommunications Consumer Protections Code C628:2019 defines Financial Hardship as a situation where a customer is unable to discharge of the financial obligations in relation to our 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.

### Statement of intention:

We are here to help.

This policy has been developed to assist you if you are experiencing a genuine period of financial hardship. We will work with you to help you respond to financial difficulty, whether temporary or long-term. We are committed to helping customers facing financial hardship maintain telecommunications access and working with you to find a sustainable solution. Any help we can give will depend on your individual circumstances, and we provide help on a case-by-case basis.

Financial hardship may result from a number of factors including:

- Illness such as physical incapacity, hospitalisation or mental illness, either for you or a family member
- Loss of employment for you or a family member
- A family breakdown
- A death in your family
- Other factors resulting in an unforeseen change in your ability to meet your payment obligations, either due to a reduction in income or through an increase in non-discretionary expenses.

### Contact us:

We encourage you to contact us if you experience any difficulties paying our services. Please contact us by calling 1300 228 123 if you would like to discuss any Financial Hardship matters with us. You can do so from 8:30am – 5:30pm Monday – Friday (excluding Public Holidays).

### The process:

When assessing your eligibility for Financial Hardship, Bendigo Telco refers to a Customers inability to pay, rather than unwillingness. Bendigo Telco may request supporting documentation to conduct an 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;
- You have not held services with us for very long; or
- Bendigo Telco reasonably believe 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;
- Evidence that you consulted a recognised financial counsellor; and
- A statement of your financial position.

Bendigo Telco may not be able to make an assessment of your circumstances if you do not provide us with the requested information. We may use the information you provide as well as other information available to us. Once we received all required information, we will let you know within 5 working days whether you are eligible for assistance under our Financial Hardship Policy.

If you are eligible, 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 means with you 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 Operations and Compliance or authorised delegate. Once a financial hardship agreement has been approved, we will:

- 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;
- ask you to contact us if your situation changes during the term of the agreement;
- willingly review the terms of the financial hardship agreement if you advise us that your circumstances have changed; and
- provide you with details of the agreement in writing

Throughout this process, you will be treated with compassion and respect. If your application for Financial Hardship is declined, you will be advised in writing.

We will not charge you for assessing your Financial Hardship circumstances or for administering the matter.

### **Your options:**

If 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; or
- Low cost interim options until you can continue with original payments.

A current list of spend management tolls is available from our website at [www.bendigotelco.com.au](http://www.bendigotelco.com.au).

Some other options for suitable financial arrangements may include:

- Temporarily postponing or deferring payments;
- Agreeing on an alternative arrangement, plan, or contract;
- Waiving late payment fees;
- Waiving cancellation fees; or
- Incentives for making payments.

### **Finding a financial counsellor:**

You can talk to a phone financial counsellor or a consumer advocate who deals with financial difficulty matters from anywhere in Australia 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 <http://www.financialcounsellingaustralia.org.au/Corporate/Find-a-Counsellor>.

### **Information on the Complaints Handling Process:**

You may wish to make a complaint and request a review if you are not satisfied with the outcome of your Financial Hardship application. Pursuant to the Australian Communications Media Authority ('ACMA') Complaints Standard, a complaint does not include an initial call to request information or support or 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. You can also make a complaint in writing by email or post.

We are required to acknowledge all complaints within two working days, use our best efforts to resolve the complaint on first contact and otherwise resolve the complaint within 15 working days. As an additional safeguard to ensure that your complaint is properly handled, any complaints data that we receive will be provided to the ACMA to allow it to monitor our complaints-handling process in line with the ACMA Record-keeping Rules.

### **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 documented process.

### **Exclusions:**

Our Financial Hardship Policy does not apply to:

- Customers who wish to negotiate time to pay their bill
- People who are bankrupt

In such cases our normal credit management process will apply. Please refer to our Credit Management Policy for full details of this process.

### **Cancellation of the agreement:**

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

- both parties mutually agree to terminate the agreement
- you breach the terms of your agreement

In the event that you breach the terms of your agreement, we will undertake credit management action as defined within our Credit Management Policy.

Last updated 30 August 2019.

