

APPENDIX E
TELECHOICE
FINANCIAL HARDSHIP POLICY

(a) Financial Hardship

Under this policy “Financial Hardship” means a circumstance where:

- (i) *You* are unable to discharge the financial obligations owed by *you* under *your* Customer Contract or otherwise discharge the financial obligations owed by *you* to a Supplier, due to illness, unemployment or other reasonable temporary or ongoing cause; and
- (ii) *You* believe that *you* will be able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of Telecommunications Products by the Supplier to *you* are changed.

(b) Statement of Intent

We are here to help. *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.

(c) Identification of a Customer Experiencing Financial Hardship

Financial Hardship involves circumstances where *you* are unable to pay bills, rather than those circumstances where *you* are merely unwilling to do so. Financial Hardship can arise in a variety of circumstances. Financial Hardship can be of either short or long-term duration.

Financial Hardship can arise due to a number of factors, some of which include:

- (i) Loss of employment by *you* or a member of *your* family;
- (ii) Family breakdown;
- (iii) Where *you* or one of *your* family members suffers an illness, including physical incapacity, hospitalisation or mental illness;
- (iv) A death in *your* family;
- (v) Where *you* are abusing the service;

- (vi) Where someone other than *you* is abusing the service, leaving *you* unable to pay the account;
- (vii) Natural disaster.

(c) How to Get Help

When *you* are facing Financial Hardship *you* should:

- (i) Make contact with *us* by telephone, facsimile, post or email – **see below for contact details**, and/or
- (ii) Seek professional assistance from a qualified financial counselling service such as Financial Counselling Australia (www.financialcounsellingaustralia.org.au or 1800 007 007).

If *you* contact *us* regarding a potential Financial Hardship *our* specially trained staff will assist *you*. *TeleChoice* may refer *you* in the first instance to a specialised financial counsellor.

In order for *us* to consider providing *you* with financial support in circumstances of Financial Hardship *you* will, having made initial contact with *us*, need to make an application. *We* will explain the application process to anyone who makes contact with *us* regarding Financial Hardship and assist them in the application process.

(d) Financial Hardship Assessment

To assist *TeleChoice* in assessing an application for financial support under the Financial Hardship Policy, *you* will be required to provide *TeleChoice* with *your* customer account details and any other information required by *TeleChoice* to identify *you* as the account holder of the service.

Depending on the circumstances of *your* application for financial support, *we* may require *you* to provide one or more of the following types of information to enable *us* to assess *your* application:

- (i) *Your* income and asset details:
- (ii) Documentation in support of the information provided to *TeleChoice*, such as *your* bank statements, a death certificate, correspondence from a relevant government agency or correspondence from *your* medical practitioner confirming your illness; and/or

- (iii) Any other information that *TeleChoice* may reasonably require to verify *your* circumstances.

We will limit the information we may ask *you* to provide to that which is relevant to *our* assessment. We want it to be as simple as possible for *you* to apply for financial assistance under our Financial Hardship Policy.

TeleChoice will not discuss any financial support or *your* personal information with someone other than *you* unless *you* have authorised *us* to discuss *your* affairs with the individual or group.

TeleChoice will assess any application by *you* for Financial Hardship assistance in a fair, reasonable and prompt manner. A final decision will be made about any application for assistance within 7 working days of *you* providing all material required by *TeleChoice* in order to assess the application.

If *you* do not provide the information required by *TeleChoice*, an assessment of *your* application for Financial Hardship assistance will not proceed.

If *your* circumstances change after an application for Financial Hardship assistance has been made, *you* must promptly inform *TeleChoice*.

If *you* provide information that is false or misleading any Financial Hardship assistance offered by *TeleChoice* to *you* may be immediately withdrawn.

(e) Financial Hardship Arrangements

Any agreed financial arrangement agreed between *you* and *TeleChoice* that is intended to deal with *your* Financial Hardship must be based on the principle that any repayments made by *you* should be sufficient to cover the expected future use of the service as well as reducing *your* existing debt to an acceptable level. In other words, we will not allow *you* to increase *your* debt to *TeleChoice* under any Financial Hardship support arrangement.

To assist in achieving this outcome *you* and *TeleChoice* may agree on management of *your* service, for example by:

- (i) Placing spend controls on *your* service;
- (ii) Limiting *your* access to certain call or usage types (for example premium services) or to the service generally;

- (iii) Implementing low cost interim options until *you* can continue with original payments;
- (iv) Transferring *you* from a 'post-paid' service to a 'pre-paid' service;
- (v) Temporarily postponing or deferring payments (for a longer period than would typically be offered to Customers requesting an extension of Financial Hardship arrangements);
- (vi) Waiving late payment fees;
- (vii) Waiving cancellation fees.

Any arrangement entered into with *you* may include one or more methods of reducing service costs and will be personal and specific to *your* individual circumstances.

You will not be eligible for a Financial Hardship Arrangement in circumstances where *you* have chosen to transfer all of *your* services to another provider but still have a debt with *TeleChoice*.

(f) Communication of Financial Hardship arrangements

If *we* enter into a Financial Hardship arrangement with *you*, *we* will provide *you*, within 7 working days of us entering into that arrangement, with the following information in writing:

- (i) *Your* rights and obligations under the arrangement (including, without limitation, that *you* have an obligation to promptly advise *us* if *your* circumstances change during the term of the arrangement;
- (ii) The Credit Management arrangements as provided for under paragraph (g) below; and
- (iii) the duration of the arrangement or of the review date of the arrangement.

In addition to the above, *you* may request that *we* give *you* the details of the Financial Hardship arrangement in writing. Where *you* make such a request, *we* will comply with it within 7 working days.

(g) Credit Management whilst Financial Hardship applies

TeleChoice will cease credit management activities against *you* whilst any Financial Hardship assistance is being considered or is in place, so long as *you* comply with your obligations under the Financial Hardship assistance and/or arrangement.

TeleChoice will take reasonable steps to contact *you* prior to recommencing credit management activities.

(h) if you are dissatisfied with the outcome of our decision in relation to your financial hardship application you may notify us of a complaint in which case our complaints policy would apply. You can find the complaint policy here <https://www.telechoice.com.au/complaints-policy> or ask us for a copy .

(i) How to Contact Us

By Phone

Financial Hardship Enquiries: 1300 835 324 Option 4

Hours of Operation: Monday to Friday: 9.00am to 6.00pm (AEST)

By Mail

TeleChoice Financial Hardship Support Team

PO BOX 5161

South Melbourne, Victoria, 3205

By email

billing@telechoice.com.au