

Financial Hardship Policy

annexing Summary of Financial Hardship Policy – see Schedule B

1 Introduction

- (a) This is FlexCloud Communications's Financial Hardship Policy.
- (b) We understand that financial hardship can make it difficult for some customers to pay their bills. We are here to help.
- (c) 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.

2 TCP Code

- (a) This Financial Hardship Policy acknowledges the *Telecommunications Consumer Protections Code* C628:2019 and we shall comply with the Code in relation to it.
- (b) We will ensure that this Financial Hardship Policy is readily accessible on our website.
- (c) We will give you a copy of the Financial Hardship Policy Summary in Schedule B to this Policy:
 - (i) on request;
 - (ii) when you indicate to us that you are experiencing financial hardship; or
 - (iii) if we consider that you may be eligible for the Policy.
- (d) The Summary in Schedule B forms part of this Policy.

3 Our contact details

You can contact us regarding financial hardship issues (including our Financial Hardship Policy and financial hardship arrangements) as follows:

Name / position	Financial Hardship Officer	Contact hours
Phone	1300 656 110	08:30am – 05:00pm Monday – Friday
Email	info@flexcloud.com.au	All hours – processed during business hours
Postal address	Level 27, Rialto South Tower, 525 Collins Street Melbourne VIC, 3000 Australia	All hours – processed during business hours

We will also include financial hardship contact details in any payment reminder notices we send you.

4 Who can claim financial hardship ?

- (a) This policy is only available to our:
 - (i) current and former residential customers; and
 - (ii) current and former small business customers.
- (b) You are a residential customer if you are an individual who acquires

from us a telecommunications product for the primary purpose of personal or domestic use and not for resale.

- (c) You are a small business customer if:
 - (i) you are a business or non-profit organisation which acquires from us one or more telecommunications products which are not for resale; and
 - (ii) at the time you entered into your customer contract, you did not have a genuine and reasonable opportunity to negotiate the terms of the customer contract, and:
 - (A) (if you entered your customer contract on or before 31 December 2019) – had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$20,000; or
 - (B) (if you entered your customer contract on or after 1 January 2020) – had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$40,000.

5 What counts as financial hardship ?

'Financial hardship' means a situation where:

- (a) you are unable to discharge the financial obligations owed under your customer contract with us or otherwise discharge the financial obligations you owe to us, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause; and
- (b) you believe that you are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of telecommunications products by us to you are changed.

6 Assessment of Financial Hardship applications

- (a) We will assess any application you make in a fair and timely manner.
- (b) Where you make an application, we will assess your eligibility for assistance:
 - (i) if your application is received on or before 31 December 2019 – within 7 working days; and
 - (ii) if your application is received on or after 1 January 2020 – within 5 working days –after we receive the final information we require to assess it.
- (c) However, if information we reasonably request is not provided, and assessment may not be made – especially the information requested in Schedule A.
- (d) If the information you provide is not sufficient for us to make an assessment, we will tell you that, and what other information is required.

- (e) Where it is clear to us that you does not meet assistance criteria, so that we will not give assistance, we will inform you immediately.

7 No charges

We do not charge for an assessment of, or subsequently for administration of, an arrangement under our Financial Hardship Policy.

8 Step 1: You need to tell us about it.

- (a) Sometimes, we may become aware that you are experiencing hardship. But usually, we'll only know if you tell us.
- (b) The first thing to do to make a hardship claim is contact us and tell us:
 - (i) who you are;
 - (ii) what FlexCloud bills you have difficulty with;
 - (iii) what the difficulty is.

9 Step 2: We ask for it in writing.

- (a) Now, there may be some unusual cases where you can't quickly get us anything in writing. If that seems to be the case, we'll try to deal with you on the telephone – but you must give us something in writing without unnecessary delay.
- (b) Schedule A is an Application Form you may use to satisfy this requirement, and give us other initial details we almost always need.
- (c) You must send any documentation we require to the email address or postal address in section 3 above, addressed to 'Financial Hardship Officer, FlexCloud'.
- (d) We will limit required documentation to that which is relevant to the Financial Hardship assessment and not unduly onerous.
- (e) Our assessment of an application may be based on the information you provide or other information available to us.
- (f) We may cancel any financial hardship arrangement if you have provided false or incomplete information.

10 Step 3: We'll check if there are any disputed amounts.

- (a) Our financial hardship arrangements are for people who agree they owe money, but can't pay it for good reason. They don't apply if you dispute a bill or say you don't have to pay it.
- (b) We'll ask you:
 - (i) to clearly identify the problem bill/s;
 - (ii) to confirm they are not disputed; and
 - (iii) to confirm that you intend to pay when you reasonably can.
- (c) If there is a dispute, we'll refer you to our disputes policy instead of this Financial Hardship Policy.

11 Step 4: We'll decide if it could be considered as financial hardship.

- (a) First, we'll consider if you're telling us you can't pay our bill/s. If you're not saying that, it's not a case of hardship.
- (b) Second, we'll consider whether non-payment is reasonable. For instance, if you cannot pay us because you choose to continue to pay a month-to-month streaming sports service membership, we might consider it unreasonable to pay that instead of your phone bill.
- (c) Third, we'll consider why you're financially restricted. Relevant reasons may include:
 - (i) you lost your job;
 - (ii) a dependant of your lost their job and you have to support them;
 - (iii) family breakdown;
 - (iv) illness;
 - (v) unexpected and unavoidable extra financial commitments e.g. medical bills from an accident.

We won't try to give a complete list, but these examples are good guidelines for the kinds of reasons we can accept. If your reasons are as serious and good as these ones, we'll be flexible about accepting them.

- (d) Fourth, we'll consider whether a change of arrangements could help you pay. If there's nothing we can do under this policy that would make any difference, we can't make a hardship arrangement with you.

If all the above are satisfied, we'll accept that you are making a financial hardship claim.

12 Step 5: We may ask for documentary proof.

- (a) We may ask you to provide documentary evidence that you are telling us the truth.
- (b) We will limit required documentation to that which is relevant to the Financial Hardship assessment and not unduly onerous.
- (c) Normally, we'll only ask for documentation if:
 - (i) it appears that a financial arrangement will need to be long term;
 - (ii) we consider the amount to be repaid large or significant;
 - (iii) you not been our customer very long; or
 - (iv) we reasonably believe there is a possibility of fraud.

We may ask for documentation in other cases, based on similarly serious reasons, but we will always limit required documentation to that which is relevant to the Financial Hardship assessment and not unduly onerous.

- (d) Examples of documents we might require are:
 - (i) evidence that you lost employment;
 - (ii) evidence that you have consulted a financial counsellor;
 - (iii) a statutory declaration by you;

- (iv) a statutory declaration by someone familiar with your circumstances; and
- (v) a medical certificate.
- (e) The purpose of asking for documentation is to help justify your claim, and to help us be flexible about what arrangements may assist in your particular circumstances.
- (f) We may require evidence of your capacity to pay e.g. a financial statement confirmed by a statutory declaration. As a normal rule, if we ask you for any proof or documentation and you don't provide it within 10 working days, your hardship application is considered withdrawn. (But we won't unreasonably refuse to reinstate it if you later ask us to.)
- (g) If we ask for documentation:
 - (i) you must send it to the email address or postal address in section 3 of this policy, addressed to 'Financial Hardship Officer, FlexCloud; and
 - (ii) we will comply with applicable privacy laws.

13 Step 6: We will make a decision about whether we accept that you've demonstrated financial hardship.

- (a) We will do that after you have done what is required of you under steps 1 to 5.
- (b) If you have an active email address, we will notify you by email. Otherwise, we'll normally notify you by post or any other method you asked for and we agreed to.
- (c) The rest of the steps assume that we have accepted that your claim of financial hardship.

14 Step 7: We'll work with you to agree on arrangements

- (a) Our notification under step 6 may include a proposal for a hardship arrangement.
- (b) We will be flexible about arrangements, taking your circumstances into account. But we do have policy guidelines.
- (c) You must contact our Financial Hardship Officer by telephone or email, normally within 10 working days after we send the notification.
- (d) If you do not contact the Financial Hardship Officer within the required time, your application will be considered withdrawn (but we will not unreasonably refuse to reinstate it if you contact us within a reasonable time and ask us to).
- (e) When you contact the Financial Hardship Officer, they (or a delegate they appoint) will discuss the proposed arrangements with you, and see if you accept them or whether other arrangements can be agreed.
- (f) An arrangement won't commence unless you indicate that you accept it.

15 Step 8: If we can reach an arrangement with you ...

- (a) Sometimes, it may not be possible to agree an arrangement with you within our policy guidelines (applied reasonably flexibly). If we do agree a hardship arrangement with you, we will inform you:
 - (i) of:
 - (A) the amount and frequency of any 'catch up' payments you must make;
 - (B) the term of the arrangement and/or any review date;
 - (C) any service restrictions that may apply; and
 - (D) your other rights and obligations under the arrangement;
 - (ii) that you must advise us promptly if your circumstances change; and
 - (iii) that you may request us to give you details of the arrangement in writing (in which case we will do so).
- (b) We will give you the information in paragraph 15(a):
 - (i) if your application is received on or before 31 December 2019 – within 7 working days; and
 - (ii) if your application is received on or after 1 January 2020 – within 5 working days –after specific Financial Hardship arrangements have been agreed.

16 Hardship arrangements – our options and policies

- (a) We will consider options for a hardship arrangement, including:
 - (i) temporarily postponing or deferring payments (for a longer period than would typically be offered to customers requesting an extension outside of Financial Hardship arrangements);
 - (ii) agreeing on an alternative arrangement, plan, or contract, including discussing pre-paid services;
 - (iii) discounting or waiving of debt;
 - (iv) waiving late payment fees;
 - (v) waiving cancellation fees; or
 - (vi) incentives for making payments, for example payment matching.
- (b) Where possible and appropriate, we will provide you with flexible repayment options to meet your individual circumstances, including options appropriate to the ongoing management of accounts and/or liabilities where being the victim of domestic or family violence contributed to your inability to pay the debt.
- (c) For existing debts, a deferred payment plan should ensure that the debt is paid:
 - (i) at not less than 10% of the amount outstanding a month; and
 - (ii) in full within six months.
- (d) Your debt should not increase after the end of the current billing period.

- (e) We will also consider options for keeping your service connected without increasing your debt, including:
 - (i) spend controls;
 - (ii) restriction of service, in respect of overall or specific services;
 - (iii) transferring you to a pre-paid service;
 - (iv) transferring you to a contract which includes hard caps or shaping; or
 - (v) low cost interim options until you can continue with original payments.
- (f) An arrangement must be one that you can comply with. If no such arrangement appears possible within a reasonably flexible application of the policy, we cannot offer you a hardship arrangement.
- (g) Note: The Financial Hardship options included in this policy do not represent a range of options from which a customer experiencing Financial Hardship can choose. Rather, they represent options we have available to offer an individual customer, depending on what is most appropriate in the circumstances, the telecommunications services we offer and our operational and system requirements.

17 We won't normally take credit management action while we are discussing a possible arrangement with you, or an arrangement is in place

- (a) We will suspend credit management action while an arrangement under this Policy is being discussed.
- (b) We will suspend credit management action while an arrangement under this Policy is in place, unless:
 - Default on arrangement*
 - (i) you do not meet your obligations under the arrangement;
 - (ii) you do not contact us to discuss a new arrangement;
 - (iii) we have taken reasonable steps to contact you; and
 - (iv) we have been unable to contact you; or
 - Reasonable circumstances*
 - (v) we decide it is reasonable to do so given the circumstances, e.g. to prevent a further increase in the debt owed; and
 - (vi) we have taken reasonable steps to contact you; and
 - (vii) we have been unable to contact you; or
 - Agreed frustration*
 - (viii) You agree with us that the arrangement is unable to be completed.

18 Obligations during term of arrangement

During the term of a hardship arrangement:

- (a) you and we must comply with it;

- (b) we will review the arrangement if you notify us that your circumstances have changed; and
- (c) we will not sell your debt.

19 Our dealings with you

- (a) Our Financial Hardship Officer and delegates:
 - (i) will treat you with courtesy and respect;
 - (ii) will be understanding in cases of genuine financial hardship;
 - (iii) are entitled to be treated by you with courtesy and respect; and
 - (iv) are entitled to act in our reasonable interests, especially in making sure claims are genuine and we are not disadvantaged without good cause.
- (b) We will make attempts to ascertain whether you have understood the information we provide to you and that we request from you.

20 Costs associated with this policy

There are no costs to you for making a financial hardship application or otherwise in connection with this policy.

21 Training

Our Financial Hardship Officer and delegates must:

- (a) read this policy in full before commencing duties and at least once each two months after that;
- (b) read Chapter 7 of the *Telecommunications Consumer Protections Code C628:2019* in full before commencing duties and at least once each six months after that; and
- (c) participate in all further training about the policy that we direct.

22 Where to get more information and assistance

- (a) Financial Counsellors are trained and accredited to work in the local community to provide remedial, preventative and advocacy services for people in financial distress (or who are in danger of entering financial distress) with a focus on people of low income.
- (b) They are generally funded by State and Federal Governments and services are provided free of charge.
- (c) A Financial Counsellor works with you to clarify and analyse your financial situation, explain financial and legal documents and processes, and identify and discuss options for resolving financial problems.
- (d) While a Financial Counsellor may assist you in negotiating with creditors, you are always in control over what course of action will be taken.
- (e) In some regions, Consumer Advocates offer advice about consumer rights to Customers.

23 Contacting your local Financial Counsellor or Consumer Advocate

There are many financial counsellors who work in community organisations across Australia. For instance, you can:

- (a) Contact the National Debt Helpline at www.ndh.org.au or on 1800 007 007.
- (b) Call 1800 686 175 to speak to a rural financial counsellor for financial counselling to primary producers, fishers and small rural businesses that are suffering financial hardship.
- (c) Google search for 'community financial counsellors'.

24 Complaints

- (a) If you wish to seek a review of the outcome of a Financial Hardship application, you can do so under our Complaints Handling Process.
- (b) You can access our Complaints Handling Process:
 - (i) from the link on our home page; or
 - (ii) by requesting a copy from our Financial Hardship Officer, via one of the contact points in section 3 above.

Schedule A – Initial hardship application details

Customer name (as per account)	
Customer is	small business customer
FlexCloud invoice details this application relates to	
Details of financial hardship	
Does customer have an existing financial hardship arrangement with FlexCloud?	yes / no
If 'yes', details	
Your contact number	
Your contact postal address	
Your contact email address	

Customer wishes to make an application for a financial hardship arrangement with FlexCloud. Please contact me about this matter.

Your signature	
You are	Customer / authorised representative of customer
Date	

Schedule B – Summary of FlexCloud Financial Hardship Policy

Introduction

Some current or former residential and small business customers who are experiencing financial hardship may be entitled to special arrangements for FlexCloud bills they cannot immediately afford to pay.

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.

Depending on your circumstances, there may be options for helping to manage your financial difficulty e.g. payment plans, service restrictions and spending caps.

Eligibility is set out in FlexCloud Communications's Financial Hardship Policy.

We do not charge for an assessment of, or subsequently for administration of, an arrangement under our Financial Hardship Policy.

Contacting us about financial hardship

You can contact us regarding financial hardship issues (including our Financial Hardship Policy and financial hardship arrangements as) follows:

Name / position	Financial Hardship Officer	Contact hours
Phone	1300 656 110	08:30am – 05:00pm Monday – Friday
Email	info@flexcloud.com.au	All hours – processed during business hours
Postal address	Level 27, Rialto South Tower, 525 Collins Street Melbourne VIC, 3000 Australia	All hours – processed during business hours

The Financial Hardship Officer can provide more information and a copy of our policy. You can also access it in our web site.

Information we may require

To process a financial hardship enquiry or application, we first ask for an Application (which is attached to this Summary) that identifies you, your account, and other basic information. You must send it, and any supporting documentation it specifies, to the email address or postal address above, addressed to 'Financial Hardship Officer, FlexCloud'.

We may require further documentation, depending on the nature and circumstances of your claim eg (if relevant):

- evidence that you lost employment;
- evidence that you have consulted a financial counsellor;
- a statutory declaration by you;
- a statutory declaration by someone familiar with your circumstances;

- a medical certificate.

Our assessment of an application may be based on the information you provide or other information available to us.

If the information you provide is not sufficient for us to make an assessment, we will tell you that, and what other information is required.

If you do not provide information as requested, an assessment may not be made.

Provision of false or incomplete information may result in us cancelling any hardship arrangements.

How we assess an application – generally

We try to be flexible, since there are many different possible circumstances. But generally:

- We will check that the amount involved is not disputed. If it is, our Complaints Policy applies instead.
- We'll assess whether the application meets the definition for financial hardship.
- We'll consider if non-payment of amounts is reasonable in all the circumstances.
- Then we'll consider whether your reason for being unable to pay falls into those relevant under our Financial Hardship Policy.
- Then we'll consider whether a financial hardship arrangement could assist you.
- Then we'll consider an appropriate arrangement under our Policy and the *Telecommunications Consumer Protections Code C628:2019* and propose it to you. Where possible and appropriate, we will provide you with flexible repayment options to meet your individual circumstances, including options appropriate to the ongoing management of accounts and/or liabilities where being the victim of domestic or family violence contributed to your inability to pay the debt.
- We will make an assessment after you provide the last of any information or supporting documentation we reasonably require – within 7 working days if we received your application on or before 31 December 2019, and 5 working days if we received it on or after 1 January 2020.

A proposed financial hardship arrangement has no effect unless and until you accept it. If you do not accept a proposed arrangement within ten days, it is no longer open for acceptance. (But if you do not accept in that time for good reason, we will not unreasonably refuse to extend the proposal.)

If it becomes clear to us at any time that you do not meet the criteria for arrangement or assistance, so that we will not give assistance, we will inform you immediately.

Your rights and obligations if we enter a financial hardship arrangement

- You, and we, must comply with an agreed financial hardship arrangement.
- You may request us to give you details of the arrangement in writing (in

which case we will do so).

- We will not pursue credit management action over a debt while a financial hardship arrangement covering that debt is in place and you are complying with it, and in other circumstances set out in our Financial Hardship Policy.
- You must promptly advise us if your circumstances change during the term of the financial hardship arrangement.

Contacting your local Financial Counsellor or Consumer Advocate, who may be able to assist or advise for free

There are many financial counsellors who work in community organisations across Australia. For instance, you can:

- Contact the National Debt Helpline at www.ndh.org.au or on 1800 007 007.
- Call 1800 686 175 to speak to a rural financial counsellor for financial counselling to primary producers, fishers and small rural businesses that are suffering financial hardship.
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Complaints

- If you wish to seek a review of the outcome of a Financial Hardship application, you can do so under our Complaints Handling Process.
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 - from the link on our home page; or
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