

Financial Hardship Policy

1. Introduction

This is Blisstel's Financial Hardship Policy.

We understand that financial hardship can make it difficult for some customers to pay their bills. This policy is designed:

- a) to alleviate pressures in such cases;
- b) to ensure, as far as possible, that our bills are paid; and
- c) to maintain service, if that is feasible.

2. TCP Code

This Financial Hardship Policy acknowledges the Telecommunications Consumer Protections Code C628:2012 and we shall comply with the Code in relation to it. We will give you a copy of the Financial Hardship Policy Summary in Schedule B to this Policy:

- a) upon request;
- b) when you indicate to us that you are experiencing Financial Hardship; or
- c) if we consider that you may be eligible for the Policy.

The Summary in Schedule B forms part of this Policy.

3. Our contact details

You can contact us during business hours regarding financial hardship issues as follows:

Attention: The Financial Hardship Officer

Phone: 1300 254 777 Fax: 03 9320 8401

Email: customerservice@blisstel.com.au

Postal Address: Blisstel Communications

1125/401 Docklands Drive, Docklands VIC 3008

4. Who can claim financial hardship?

This policy is only available to our:

- a) personal/residential customers; and
- b) small business customers.

You are a personal/residential customer if you are an individual who acquires a telecommunications product for the primary purpose of personal or domestic use and not for resale.

You are a small business customer if you are a business or non-profit organisation which acquires from us one or more telecommunications products which are not for resale and, at the time you entered into your customer contract, you:

- c) did not have a genuine and reasonable opportunity to negotiate the terms of the customer contract; and
- d) had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$20,000.

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 or other reasonable 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 applications

We will assess any application you make in a fair and timely manner.

Step 1: You need to advise us.

The first thing to do to make a hardship claim is contact us and tell us:

- a) who you are;
- b) what Blisstel bills you have difficulty with;
- c) what the difficulty is.

Step 2: You need to put it in writing.

In most cases we will require written notification of your hardship.

Schedule A is an Application Form you may use to satisfy this requirement. This form also provides us with other initial details we generally need.

You must send any documentation we require to the email address, postal address or fax number in section 3 above, addressed to 'Financial Hardship Officer, Blisstel'.

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

We may cancel any financial hardship arrangement if you have provided false or incomplete information.

Step 3: We will check if there are any disputed amounts.

Our financial hardship arrangements are for people who agree they owe money, but cannot pay it for good reason.

Our financial hardship policy does not apply to disputed bills.

We will require you:

- a) to clearly identify the problem bill/s;
- b) to confirm they are not disputed; and
- c) to confirm that you intend to pay when you reasonably can.

If there is a dispute, we'll refer you to our disputes policy instead of this financial hardship policy.

Step 4: We will determine if your claim is financial hardship.

Based on the information provided, we will determine if this is an eligible financial hardship claim.

Relevant reasons may include (but not be limited to):

- a) you lost your job;
- b) family breakdown;
- c) illness;
- d) Unexpected and unavoidable extra financial commitments e.g. medical expenses from an accident.

We will consider whether a change of arrangements will help you to pay your bills.

If there are no change of arrangements, under this policy, that would make a difference to your situation then we will be unable to make a hardship arrangement with you.

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

Step 5: We may ask for documentary proof.

We may request documentary proof that supports your claim.

Examples of documents we might require are:

- a) evidence that you lost employment;
- b) evidence that you have consulted a financial counsellor;
- c) a statutory declaration by you;
- d) a statutory declaration by someone familiar with your circumstances; and
- e) a medical certificate.

The purpose of asking for documentation is to help justify your claim, and to help us to be flexible about what arrangements may assist in your particular circumstances.

As a normal rule, if we ask you for any documentation and you do not provide it within 10 working days, your hardship application may be withdrawn.

If we ask for documentation:

- f) you must send it to the email address, postal address or fax number in section 3 of this policy, addressed to 'Financial Hardship Officer, Blisstel'; and
- g) we will comply with applicable privacy laws.

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Step 6: We will advise you of our decision to accept or reject your claim for financial hardship

We will do this within five working days after you have done what is required of you under steps 1 to 5.

If you have an active email address, we will notify you by email. Otherwise, we will notify you by post or any other method you asked for and we agreed to.

The rest of the steps assume that we have accepted your claim of financial hardship.

Step 7: We will work with you to agree on a hardship arrangement.

Our notification under step 6 may include a proposal for a hardship arrangement.

We will be flexible about arrangements whilst factoring in our policy guidelines (refer section 14 below) and taking your circumstances into account.

You must contact our Financial Hardship Officer within 10 working days after we send the notification.

If you do not contact the Financial Hardship Officer within the required time, your application may be withdrawn.

When you contact the Financial Hardship Officer, they (or a delegate they appoint) will discuss the proposed financial hardship arrangement with you.

Your acceptance of the proposed financial hardship arrangement (or an amended version) will be required.

Step 8: If a financial hardship arrangement is agreed

Where a financial hardship arrangement has been agreed with you:

- a) we'll send you a summary of the arrangement by email or post;
- b) the summary will include the amount and frequency of any 'catch up' payments you must make;
- c) it will also note any service restrictions that will apply; and
- d) you should contact us without delay if your circumstances change.

7. Our policy guidelines

- a) For existing debts, a deferred payment plan to 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.
- b) Your debt should not increase.
- c) We will consider with you whether any changes to your service may help you retain service without increasing your debt e.g. by:
 - (i) call barring;
 - (ii) restricted access;
 - (iii) slower access;
 - (iv) prepayment;
 - (v) extended payment period up to 14 days longer than normal for a period of time, or
 - (vi) waiving reconnection fees unless we are liable to a third party (e.g. wholesaler) for them.
- d) 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.

We will suspend credit management action while an arrangement under this Policy is being discussed or is in place unless:

- a) you do not meet your obligations under the arrangement;
- b) we decide it is reasonable to do so given the circumstances, e.g. to prevent a further increase in the debt owed; or
- c) you agree that the arrangement is unable to be completed.

8. During the term of a hardship arrangement:

- a) you and we must comply with it;
- b) we will monitor your compliance;
- c) we will review the arrangement if you notify us that your circumstances have changed and request us to do so; and
- d) we will not sell your debt.

9. Our dealings with you

Our Financial Hardship Officer and delegates:

- a) will treat you with courtesy and respect;
- b) will be understanding in cases of genuine financial hardship;
- c) are entitled to be treated by you with courtesy and respect; and
- d) are entitled to act in our reasonable interests, especially in making sure claims are genuine and we are not disadvantaged without good cause.

10. Costs associated with this policy

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

11. 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 6 of the Telecommunications Consumer Protections Code C628:2012 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.

12. Where to get more information and assistance

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.

They are generally funded by State and Federal Governments and services are provided free of charge.

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.

While a Financial Counsellor may assist you in negotiating with creditors, you are always in control over what course of action will be taken.

In some States, Consumer Advocates offer advice about consumer rights to Customers.

13. Contacting your local Financial Counsellor or Consumer Advocate

QLD Financial Counselling Services of QLD	(07) 3257 1957
NSW Credit and Debt Hotline	1800 808 488
ACT Care Financial Counselling	(02) 6257 1788
VIC Consumer Credit Legal Service	(03) 9602 3800
TAS Anglicare Financial Counselling	1800 243 232
SA Uniting Communities Financial Counselling	(08) 8202 5180
WA Financial Counsellors Resource Project	(08) 9221 9411
NT Anglicare Financial Counselling	(08) 8985 0000

Schedule A: Initial hardship application details

Your name : _____

Blisstel account name: _____

You are our *customer / authorised representative of our customer*

You are a residential customer / a small business customer

Blisstel invoice details _____

Your application relates to _____

Details of financial hardship _____

Do you have an existing financial hardship arrangement with Blisstel? Yes / no

If 'yes', details

Your contact number _____

Your contact postal address _____

Your contact email address _____

I wish to make an application for a financial hardship arrangement with Blisstel. Please contact me about this matter.

Your signature: _____

Date: _____

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Schedule B

Summary of Blisstel Financial Hardship Policy

Introduction

Some personal/residential and small business customers who are experiencing financial hardship may be entitled to special arrangements for Blisstel bills they cannot immediately afford to pay.

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 Blisstel's Financial Hardship Policy.

Contacting us about financial hardship

You can contact us during business hours regarding financial hardship issues as follows:

Attention: The Financial Hardship Officer

Phone: 1300 254 777

Fax: 03 9320 8401

Email: customerservice@blisstel.com.au

Postal Address: Blisstel Communications

1125/401 Docklands Drive

Docklands VIC 3008

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 other supporting documentation we require, to the email address, postal address or fax number above, addressed to 'Financial Hardship Officer, Blisstel'.

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 C628:2012 and propose it to you. Where possible and appropriate, we will provide you with flexible repayment options to meet your individual circumstances.
- We will make an assessment within 7 working days after you provide the last of any information or supporting documentation we reasonably require.

A proposed financial hardship arrangement has no effect unless and until you accept it. If you do not accept a proposed arrangement within 10 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, 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.
- We will give you written details of the arrangement if you ask for them.
- 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.
- You must promptly advise us if the 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

QLD	Financial Counselling Services	(07) 3257 1957
NSW	Credit and Debt Hotline	1800 808 488
ACT	Care Financial Counselling	(02) 6257 1788
VIC	Consumer Credit Legal Service	(03) 9602 3800
TAS	Anglicare Financial Counselling	1800 243 232
SA	Uniting Communities Financial Counselling	(08) 82025180
WA	Financial Counsellors Resource Project	(08) 9221 9411
NT	Anglicare Financial Counselling	(08) 8985 0000