

## Financial Hardship Policy

(annexing Summary of Financial Hardship Policy – see Schedule B)

Telarus Pty Ltd

March 2013

This document contains confidential information. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not disclose this information to any other person outside the customers organization without written consent from Telarus Pty Ltd.

## 1. Introduction

This document details the Financial Hardship Policy of Telarus Pty Ltd

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

- a) to alleviate pressure 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 Protection Code C628:2012 and we shall comply with the Code in relation to it.

Telarus will provide you a copy of the Financial Hardship Policy 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 Telarus regarding financial hardship issues as follows:

Financial Hardship Officer  
Level 8, 473 Bourke Street  
MELBOURNE, VIC 3001

Telephone: 1300 788---848

Hours: 9:00am – 5:00pm (Australian Eastern Standard Time) Monday to Friday (excluding public holidays in the state of Victoria).

Fax: 1300 368 531  
eMail: [accounts@telarus.com.au](mailto:accounts@telarus.com.au)

## 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 if you are a business or non---profit organization which acquires form Telarus one or more telecommunications products which are not for resale and, at the time you entered into your 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 Telarus 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 Telarus or otherwise discharge the financial obligations you owe to use, 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 Telarus to you are charged.

## 6. Assessment of applications

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

### Step 1: you need to tell us about it.

Sometime, Telarus may become aware that you are experiencing hardship but usually, we'll only know if you tell us.

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

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

### Step 2: We ask for your claim in writing.

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 provide us something in writing as soon as you can.

Schedule A is an Application Form you may use to satisfy this requirement, and give us other initial details we almost always need.

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

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 of you have provided false or incomplete information.

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

Our financial hardship arrangements are for people who agree they owe money, but can't pay off for good reason. They don't apply if you dispute a bill or say you don't have to pay it.

Telarus will ask 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, Telarus will refer you to our disputes policy instead of the financial hardship policy.

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

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.

Second, Telarus will consider whether non-payment is reasonable. For instance, if you cannot pay us because you choose to continue to pay a month-to-month yoga class membership, we might consider it unreasonable to pay that instead of your phone bill.

Third, we'll consider why you're financially restricted. Relevant reasons may include:

- a) You lost your job;
- b) A dependent of yours lost their job and you have to support them;
- c) Family breakdown;
- d) Illness
- e) 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 serious and good as these ones, we'll be flexible about accepting them.

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.

### **Step 5: We may ask for documentary proof.**

We may ask you to provide written evidence that you are telling us the truth.

Normally, we'll ask for documentation if:

- a) It looks like you'll need a hardship arrangement for a long time;
- b) The amount involved is over \$500;
- c) You have been our customer for less than six months;
- d) We consider there is a reasonable possibility of mistake or fraud.

But we may ask for documentation in other cases, based upon similarly serious reasons.

Examples of documents we might require are:

- e) Evidence that you lost employment;
- f) Evidence that you have consulted a financial counselor;
- g) A statutory declaration by you;
- h) A statutory declaration by someone familiar with your circumstances; and
- i) A medical certificate.

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

Telarus 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 documentations and you won'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.)

If we ask for documentation:

- j) You must send it to the email address, fax number or postal address in section 3 of this policy, addressed to 'Financial Hardship Officer, Telarus'; and
- k) We will comply with applicable privacy laws.

## **Step 6: We will make a decision about whether we accept that you have shown financial hardship.**

Telarus will make this decision 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'll notify you by post or any other method you have asked for and we have agreed to.

The rest of the steps assume that we have accepted that your claim of Financial Hardship.

## **Step 7: We'll 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, taking your circumstances into account, but we do have policy guidelines.

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

If you do not contact the Financial Hardship Officer within the required time, your applications will be considered withdrawn (but we will not unreasonably refuse to reinstate if you contact us within a reasonable time and ask us to).

When you contact the Financial Hardship Officer, they (or a delegate they appoint) will discuss the proposed financial hardship arrangement with you, and see if you accept it or whether another arrangement can be agreed.

### **Our policy guidelines**

- a) 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.

- b) Your debt should not increase after the end of the current billing period.
  
- c) We will consider with you whether any changes to your service may help you retain services without increasing your debt e.g. by:
  - i. Call barring;
  - ii. Restrictive access;
  - iii. Slower access;
  - iv. Prepayment;
  - v. Extended payment period up to 14 days longer than normal, for up to six months; or
  - vi. Waving 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 don't usually take credit management action while we are discussing a possible arrangement with you, or an arrangement is in place**

Telarus 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;  
(in that event, if you do not contact us to discuss a new arrangement, we will take reasonable steps to contact you before taking credit management actions).
- 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.

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

Sometimes, it may not be possible to agree an arrangement with you within our policy guidelines (applied in a reasonably flexible manner). If we do reach a hardship agreement 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.

**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.

## 7. 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.

## 8. Costs associated with this policy

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

## 9. 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 Protection 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

## 10. Where to get more information and assistance

Financial Counselors 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 service are provided free of charge.

A Financial Counselor works with you to clarify and analyse your financial situation, explain financial and legal documents and process, and identify and discuss options for resolving financial problems.

While a Financial Counselor 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.

## 11. Contacting your local Financial Counsellor or Consumer Advocate

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

## Schedule A: Initial hardship application details

Your Name:

Telarus Account Number:

You Are:

Customer or Authorised Representative

1. Note that only a Telarus customer, or their authorised representative, may submit this application.
2. Must be in name of same person as above, unless person above is their authorised representative.
3. Delete whichever inapplicable.
4. Delete whichever inapplicable.
5. As per Telarus Financial Hardship Policy.
6. Clearly identify each invoice that presents payment difficulties including the following as applicable:
  - a. Name of invoice party
  - b. Date
  - c. Invoice number
  - d. Amount
  - e. Service type
7. Refer to Telarus Financial Hardship Policy for information on qualifying circumstances.
8. Delete whichever inapplicable
9. Include date of arrangement if known.



# Schedule B:

## Summary of Telarus Financial Hardship Policy

### 1. Introduction

Some personal / residential and small business customers who are experiencing financial hardship may be entitled to special arrangements for Telarus 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 Telarus 's financial Hardship Policy.

### 2. Contacting us about financial Hardship

You can contact Telarus regarding financial hardship issues as follows:

Financial Hardship Officer  
Level 8, 473 Bourke Street  
MELBOURNE, VIC 3001

Telephone: 1300 788---848  
Hours: 9:00am – 5:00pm (Australian Eastern Standard Time) Monday to Friday (excluding public holidays in the state of Victoria).

Fax: 1300 368 531  
eMail: [accounts@telarus.com.au](mailto:accounts@telarus.com.au)

### 3. 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, Telarus'.

We may require further documentation, depending on the nature and circumstances of your claim e.g. (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; and
- 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, and assessment may not be made.

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

## 4. 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 policy arrangement could assist you.
- Then we'll consider an appropriate arrangement under our policy and the Telecommunications Consumer Protection 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 working 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.

## 5. Your rights and obligations if we enter a financial hardship agreement

- You, and we, must comply with an agreed financial 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 your circumstances change during the term of the financial hardship arrangement.

## 6. Contacting your local Financial Counsellor or Consumer Advocate

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