

# Financial Hardship Policy

Financial hardship involves a situation where an individual person (not businesses) is unable, for reasons such as illness, unemployment, or another reasonable cause, to meet their financial obligations to us, however they reasonably expect to be able to do so with an adjustment to their payment and / or service arrangements. If you wish to claim financial hardship and adjust your payment / service arrangements, please contact us. There are no charges associated with this service.

Each situation will be assessed on a case-by-case basis.

## Our financial hardship policy

The purpose of this policy is to ensure that if we have customers who are experiencing financial hardship, we can work with them to pay their account over time whilst maintaining ongoing access for them to some telecommunications services.

## Definition

The Telecommunications Consumer Protections Code (C628:2015) defines Financial hardship as a situation where an individual person (not businesses) is unable, reasonably, to meet their financial obligations to us under their contract. However, they expect to be able to do so if their payment and / or service arrangements are changed. Financial hardship can take place over a limited timeframe or be long-term.

It can result from a number of factors including:

- loss of employment, either for that person or a family member
- family breakdown
- illness, including physical incapacity, hospitalisation, or mental illness, either for that person or a family member
- a death in the family
- Unexpected or increased family commitments, due to circumstances such as the above.

You can claim financial hardship if you think you can reasonably expect to be able to meet your financial and contractual obligations to us by changing your payment / service arrangements. If you are experiencing payment difficulties from time to time, that is not a situation that qualifies as financial hardship and therefore for assistance under this policy. See our exclusions below.

Our policy aims to be flexible enough to accommodate the circumstances of each individual customer. If you wish to claim financial hardship and adjust your payment / service arrangements, please contact us.

## **Information that is available**

We can provide you with a summary of this policy either in writing or over the telephone if:

- you ask for it
- you indicate to us that you are in financial hardship, and/or
- we consider that you may be eligible
- All our reminder notices include information about this policy.

## **Training**

The staff responsible for discussing financial hardship payment arrangements with you are fully trained in this policy.

## **Assessment and evidence of financial hardship**

On request, we'll assess your eligibility for assistance under our financial hardship policy. As part of this, we'll consider your individual circumstances. As part of that assessment, we may request supporting documentation from you.

We'll only ask for this if:

- it appears that the financial arrangements will need to be long term.
- we consider the amount that needs to be re-paid is large or significant.
- you have not been our customer for very long.
- we are concerned that there is fraud involved.

We consider the following to be evidence of financial hardship:

- evidence of an unforeseen change in your circumstances.
- in some cases, evidence that you have met with and/or are accompanied by a recognised financial counsellor.
- Documented evidence, such as a statutory declaration from a person familiar with your circumstances (family doctor, priest, bank officer etc.). This information must meet the criteria of the Privacy Act 1988 in terms of how it has been collected and is used and retained.

We may not be able to assess 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 7 working days whether you are eligible for assistance under our Financial Hardship Policy.

## **Assistance from financial counsellors**

In some cases, where we believe you are experiencing genuine and long-term financial hardship, we may ask you to seek assistance from a financial counsellor to discuss your financial situation. We believe some customers may benefit from the experience of a financial counsellor. The reasons why we may request that you seek their advice and assistance can include:

- it is apparent that your financial situation is genuine, serious, and permanent and you need expert financial advice and counselling.
- it appears that you are paying us at the expense of other bills, and that you may need financial advice and counselling to ensure your bills are paid in the correct order of priority in order for you to maintain a reasonable standard of living. For example, it may be appropriate for you to work with the financial counsellor to decide the priority of the bills that need to be paid, and
- we cannot agree a reasonable payment arrangement (i.e., the suggested payments and the length of time to meet your financial obligations) without a financial counsellor's assistance and advice.
- Note: We won't ask you to seek the advice of a financial counsellor in all the circumstances where a payment arrangement is being discussed, only where the conditions detailed above are involved.

## **Establishment of financial hardship**

Once it has been established that you meet our financial hardship criteria, we'll agree a suitable arrangement between you, your financial counsellor (if you have one) and our Credit team. You will be asked to keep to this payment arrangement.

## **Conditions**

- you are an individual residential customer.
- the financial hardship process will be reasonable to both you and us.
- we want to maintain our relationship with you.
- we'll consider your individual circumstances.
- we'll look to identify appropriate products or services for you that will enable you to retain a level of access and still manage your future communications spending.

The basic principle of any agreed financial arrangement is that the repayment should be sufficient to cover your expected future use of the service, as well as continuing to reduce your debt.

## Your obligations

- you acknowledge the debt and your obligation to repay the debt.
- you'll provide us with enough information for both parties to decide what constitutes a reasonable payment arrangement.
- you accept responsibility for reducing your phone usage to a level that you are able to pay and you are prepared to take up relevant call barring options to achieve this.
- you accept the restricted level of access that we negotiate with you.
- you'll make repayments to us as agreed under the financial hardship arrangement.
- if you experience any further financial difficulty, you'll tell us immediately and we'll review your situation.

## Our responsibilities

- we'll ensure that none of your outstanding debt is in dispute.
- we'll confirm that you are the person who is legally liable to pay the debt.
- we'll not take credit management action whilst financial hardship arrangements are being discussed.
- if limiting access to services forms part of our agreement with you, we'll ensure access is limited as agreed and that the limitations are explained.
- the arrangements will be ones that you can meet.
- we'll look at waiving our disconnection and late payment fees.
- we'll monitor your compliance with the financial hardship arrangement.
- we'll not change the terms of the arrangement if you are meeting those terms.
- we'll clearly explain the terms of the payment arrangement to you.
- we'll ask you to contact us if your situation changes during the term of the arrangement.
- we'll be willing and able to review the terms of the financial hardship arrangement if you tell us that your circumstances have changed.
- we'll make sure you are fully informed of your rights and obligations under the arrangement.

We won't undertake credit management action including listing of your debt with an external credit reporting agency whilst a financial hardship arrangement is being actively discussed with us or during the financial hardship arrangement unless:

- you breach the terms of the arrangement.
- credit management action appears to be reasonable in the circumstances or
- if you don't stick to the terms of the arrangement and don't notify us to re-negotiate, we'll take reasonable steps to contact you or your financial counsellor (if applicable) before taking further credit management action.
- if we can't make contact, we'll resume normal credit management action, including restriction or suspension of the service or termination of the contract. This action will be in accordance with our credit management policies and the credit management code.
- payment arrangements for the settlement of all due balances must be made within a timeframe of 12 months.

- if your payment request, after negotiation, remains at greater than 12 months, then you may be referred to an external credit reporting agency and your “statement of means” forwarded to the relevant agent.
- documentation supporting your position must be on the official letterhead of the organisation assisting you with your claim.

### **Exclusions**

Financial hardship does not apply to:

- Customers who wish to negotiate time to pay their bill within a short period of time, usually 3 months.
- People who are bankrupt.

Once we come to an agreement, we will put this in writing via letter or email to you. You must inform us if your circumstances change (for better or for worse) during our arrangement.

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