

APPENDIX E
TELECHOICE MOBILE
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 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;
- (viii) Being the victim of domestic and family violence.

(d) How to Get Help

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

- (i) Make contact with *us* by telephone, 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.

(e) 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:

- (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.

(f) 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) Temporarily postponing or deferring payments (for a longer period than*

would typically be offered to Customers requesting an extension of Financial Hardship arrangements):

- (v) Transferring *you* from a 'post-paid' service to a 'pre-paid' service;
- (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*.

(g) 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 (h) 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.

(h) 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.

(i) Financial Hardship Outcome

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 complaints policy here: <https://www.telechoice.com.au/complaints-policy> or ask us for a copy,

(g) 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