

Financial Hardship Policy

Broadband Solutions Pty Ltd
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Director - Broadband Solution



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broadband
solutions
smart ways to say hello

1. Introduction

This is Broadband Solutions (BBS) Financial Hardship Policy.

BBS understands that financial hardship can make it difficult for some customers to pay their bills hence helping valued customers to respond to financial difficulty, whether temporary or long-term.

BBS is committed to helping customers facing financial hardship maintain telecommunications access and working with the customer to find a sustainable solution.

The financial hardship options included in this policy does not represent a range of options from which customer experiencing financial hardship can choose. They represent options BBS has available to offer an individual customer, depending on what is most appropriate depending on individual circumstances and is on a case-by-case basis.

2. TCP Code

BBS Financial Hardship Policy is in accordance with the *Telecommunications Consumer Protections Code C628:2019*.

Copy of this Financial Hardship Policy is readily accessible on BBS website.

Financial Hardship Policy summary in Schedule B is part of this policy and a copy will be provided to customer upon:

- a. Request
- b. When customer indicates they are experiencing financial hardship; or
- c. If BBS considers customer may be eligible for this Policy.

3. BBS Contact Details

Customers can contact BBS using contact details provided below:

| Name / position | Financial Hardship Officer | Contact hours |
|-----------------|-----------------------------------|---|
| Phone | 1300 683 000 | 9am to 5pm - every business day |
| Email | support@broadbandsolutions.com.au | All hours – processed during business hours |

| | | |
|----------------|---|--|
| Postal address | PO Box 151, Collins Street West, VIC, 8007 | All hours – processed during business hours |
|----------------|---|--|

- Regarding their Financial hardship issues
- Request for Financial Hardship Policy and
- Find out what financial hardship arrangements are available to them

In addition, BBS will also include financial hardship contact details in any payment reminder notices sent to customers.

4. Eligibility to claim financial hardship

This policy is only available to all customers that meet the following criteria:

- (a) an individual who acquires or may acquire a telecommunications product for the primary purpose of personal or domestic use and not for resale; or
- (b) a business or non-profit organisation which acquires or may acquire one or more telecommunications products which are not for resale and which, at the time it enters the consumer contract:
 - (i) does not have a genuine and reasonable opportunity to negotiate the terms of the consumer contract; and
 - (ii) has or will have an annual spend with the carriage service provider which is or is estimated on reasonable grounds by the carriage service provider to be, no greater than \$40,000.

5. What is considered financial hardship?

Financial hardship is considered for situations where:

- (a) Consumer is unable to discharge their financial obligations owed under their consumer contract with BBS or otherwise discharge the financial obligations owed by the consumer to BBS, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause; and
- (b) The consumer believes that they will be able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of telecommunications products by BBS to them are changed.

6. Communication of Financial Hardship arrangements

All applications submitted will be assessed in a fair and timely manner.

BBS will assess eligibility for financial assistance:

- a) Within 5-working days of the customer agreeing to the specific financial hardship arrangements or
- b) For applications received within 5-months of the **Code** commencement, BBS will advise the customer within 7 working days.

BBS will advise the customer at the described timelines 6a-6b the following matters:

- a) Arrangement details
 - BBS will provide the customer details of the financial hardship arrangements in writing upon customer's request
- b) Rights and obligations
 - BBS will inform the customer of their rights and obligations under the financial hardship arrangement including without limitation customer's obligation to promptly advise BBS if their circumstances changes during the terms of financial hardship arrangements.
- c) Duration of arrangements
 - BBS will advise the customer duration of the financial hardship arrangements or of the review date of arrangement.

The communication to customer for following circumstances will be as follows:

- a) If the requested information in schedule A, is not provided by the customer then assessment may not be made, and the customer will be informed.
- b) If the information provided is insufficient to make an assessment, then customer will be contacted requesting for the required information.
- c) If BBS concludes the customer does not meet financial hardship assistance criteria hence not eligible for assistance, then customer will be informed immediately.

7. No Charges

There is no fees or charges for assessment of, or subsequently for administration of, an arrangement under BBS Financial Hardship Policy.

8. Communication Expectations

8.1 Customer needs to inform BBS of financial hardship they are experiencing

BBS sometimes becomes aware of customer's financial hardship if contacted or receive hardship claim so the first thing to do is:

- To make a hardship claim letting BBS know:
 - Who you are
 - What *BBS* bills you have difficulty with and
 - What the difficulty is.

8.2 BBS asks for information in writing

- There may be some unusual cases where customer cannot quickly communicate anything in writing. If that seems to be the case, BBS will help on the telephone – but customer must provide information in writing without unnecessary delay.
- Schedule A is a copy of the Application Form that must be used to provide all the required information to BBS for assessment.
- All the required documentation must be sent to BBS via the email address or postal address provided in section 3- BBS contact details, addressed to 'Financial Hardship Officer, *Broadband Solutions*'.
- The required documentation is limited to what is only relevant to the Financial Hardship assessment and not unduly onerous.
- Assessment of the customer's application may be based on the information provided or other information made available.
- We may cancel any financial hardship arrangement if provided information are found to be false or incomplete.

8.3 BBS will check for any disputed amounts

- Financial hardship arrangements are for customers that agree they owe money but cannot pay for a good reason. Financial hardship does not apply if customer is disputing a bill or say they don't have to pay their bill.
- BBS will ask the customer:
 - to clearly identify the problem bill/s;
 - to confirm the claim is not about a disputed bill; and
 - Customer to confirm they intend to pay when they reasonably can.
- If there is a dispute, BBS will refer the customer to BBS's dispute policy instead of this Financial Hardship Policy.

8.4 Decision if claim could be considered as financial hardship

- BBS will ascertain if customer is stating they cannot pay their BBS bill/s because of financial hardship or disputing bill which is not the case of hardship.
- BBS will consider whether non-payment is reasonable. For instance, if customer cannot pay is it because they choose to continue to pay a

month-to-month streaming sports service membership, then it is considered unreasonable to pay that instead of their phone bill.

- Considering why customer is financially restricted. Relevant reasons may include:
 - Loss of job;
 - A dependant of customer has lost their job and customer has to support them;
 - Family breakdown;
 - Illness;
 - Unexpected and unavoidable extra financial commitments e.g. medical bills from an accident.

The above reasons are just some examples to give an indication on type of reason taken into consideration.

- Considering whether a change of arrangements could help the customer. If there's nothing that can be done under this policy that would make any difference.

If all the above requirements for financial hardship are satisfied, then BBS will accept customer's financial hardship claim.

8.5 Documentation evidence/proof

Documentation requested by BBS are supporting documentation to conduct an assessment of the customer's financial hardship application and is limited to what is relevant only and not unduly onerous:

Supporting documentation is not ordinarily required unless:

- It appears that the financial arrangement will need to be long term;
- BBS considers the amount to be repaid large or significant;
- Customer has not been with BBS for a very long period
- BBS reasonably believe there is a possibility of fraud.

Examples of documents might be required are:

- evidence of customer's lost employment;
- evidence that customer has consulted a financial counsellor;
- a statutory declaration by customer;
- a statutory declaration by Customer's authorised representative) someone familiar with customer's circumstances; and
- a medical certificate.

The purpose of asking for documentation is to help justify customer's claim, and to help BBS to be flexible and provide best solution about what arrangements may assist in the customer's circumstances.

BBS may also require evidence of customer's capacity to pay e.g. a financial statement confirmed by a statutory declaration. As a normal rule, if BBS asks for any proof or documentation and customer doesn't provide it within 10 working days, their hardship application will be withdrawn. (But BBS will not unreasonably refuse to reinstate if the customer later asks BBS.)

If BBS asks for documentation:

- you must send it to the email address or postal address in section 3 of this policy, addressed to 'Financial Hardship Officer, *Broadband Solutions*'; and
- we will comply with applicable privacy laws.

8.6 Decision about acceptance of demonstrated financial hardship

- BBS will decide to accept financial hardship application upon completion of steps 8.1-8.6 and will notify the customer by:
 - Email if active email address is given otherwise by
 - post or any other method customer has asked for and BBS has agreed to.

8.7 Agreement on financial hardship assistance arrangements

- BBS will notify the customer of the proposed assistance as per steps 8.6 and section 6 of this document.
- Customer must contact BBS Financial Hardship Officer by telephone or email, within 5- working days of receiving notification to discuss the proposed arrangements with and see:
 - if customer accept the detailed arrangement or
 - whether other arrangements can be agreed.
- Arrangement won't commence unless customer gives their acceptance.

8.8 Assistance offered

Depending on the individual circumstances BBS can offer the following range of assistance that customer agrees to comply upon acceptance of the offered assistance.

- Flexible repayment options where possible will provide:
 - flexible repayment options to meet customer's individual circumstances including options appropriate to the ongoing management of the account & /liabilities.
 - The same applies to customers being the victim of domestic or family violence contributed to their inability to pay their debit.
- Temporarily postponing or deferring payments (for a longer period than would typically be offered to customers requesting an extension outside of Financial Hardship arrangements);
 - agreeing on an alternative arrangement, plan, or contract, including discussing pre-paid services;
 - discounting or waiving of debt;
 - waiving late payment fees;
 - waiving cancellation fees; or
 - incentives for making payments, for example payment matching.
- For the existing debts, a deferred payment plan that could ensure that the debt is paid:
 - at not less than 10% of the amount outstanding a month; and
 - in full within six months.

- Options for keeping your service connected without increasing your debt, including:
 - spend controls;
 - restriction of service, in respect of overall or specific services;
 - transferring you to a pre-paid service;
 - transferring you to a contract which includes hard caps or shaping; or
 - low cost interim options until you can continue with original payments.

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.

9. Credit management in financial hardship

BBS will suspend credit management action while an arrangement under this Policy is being discussed unless:

Default on arrangement because:

- Customer does not meet their obligations under the arrangement;
- Customer does not contact BBS to discuss a new arrangement;
- BBS have taken reasonable steps to contact the customer; and
- BBS have been unable to contact the customer; or

Reasonable circumstances

- BBS decide it is reasonable to do so given the circumstances, e.g.
 - to prevent a further increase in the debt owed; and
 - BBS has taken reasonable steps to contact you; and been unable to contact you; or
 - *Agreed frustration*
- customer agrees with us that the arrangement is unable to be completed.

10. Obligations during term of arrangement

During the term of a hardship arrangement, both BBS and Customer must comply with the agreed arrangement. BBS will review the arrangement if customer notifies BBS that their circumstances have changed.

11. Handling of Financial hardship

BBS Financial Hardship Officer and delegates:

- will treat customer with courtesy and respect;
- will be understanding in cases of genuine financial hardship;
- are entitled to be treated by the customer with courtesy and respect; and
- are entitled to act in BBS's reasonable interests, especially in making sure claims are genuine and BBS is not disadvantaged without good cause.

BBS will make attempts to ascertain whether you have understood the information we provide to you and that we request from you.

12. Associated costs with this policy

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

13. Where to get more information and assistance

Financial Counsellors can provide assistance, they 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 regions, Consumer Advocates offer advice about consumer rights to Customers.

14. Contacting your local Financial Counsellor or Consumer Advocate

There are many financial counsellors who work in community organisations across Australia. For instance, customer 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.
- Google search for 'community financial counsellors'.

15. Complaints

BBS Customer Complaints Handling process can be accessed:

- from the link on the BBS home page; or
- by requesting a copy from BBS Financial Hardship Officer, via any of the contacts listed in section 3 of this policy.

If customer wishes to seek a review of the outcome of their Financial Hardship application, they can do so under our Complaints Handling Process.

Schedule A – Initial hardship application details

| | |
|---|--|
| Customer name (as per account) | |
| Customer is | residential customer / small business customer ^{1, 234} |
| <i>Broadband Solutions</i> invoice details this application relates to ³ | |
| Details of financial hardship ⁴ | |
| Does customer have an existing financial hardship arrangement with <i>Broadband Solutions</i> ? | yes / no ⁵⁶ |
| If 'yes', details ⁶ | |
| Your contact number | |
| Your contact postal address | |
| Your contact email address | |

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

| | |
|----------------------|---|
| Your signature | |
| You are ⁷ | Customer / authorised representative of customer ⁸ |
| Date | |

¹ As per *Broadband Solutions* Financial Hardship Policy.

² Delete whichever inapplicable.

³ Clearly identify each invoice that presents payment difficulties including following as applicable: name of invoiced party, date, invoice number, amount, service type.

⁴ Refer to *Broadband Solutions* Financial Hardship Policy for information on qualifying circumstances.

⁵ Delete whichever inapplicable.

⁶ Including date of arrangement if known.

⁷ Note that only a *Broadband Solutions* customer, or their authorised representative, may submit this application.

⁸ Delete whichever inapplicable.

Schedule B – Summary of *Broadband Solutions* 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 *Broadband Solutions* 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 *Broadband Solutions*' 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 683 000 | 9am to 5pm every business day |
| Email | support@broadbandsolutions.com.au | All hours – processed during business hours |
| Postal address | PO Box 151, Collins Street West, VIC, 8007 | 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, *Broadband Solutions*'.

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;
- 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.
- Google search for 'community financial counsellors'.

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.
- You can access our Complaints Handling Process:
 - from the link on our home page; or
 - by requesting a copy from our Financial Hardship Officer, via one of the contact points above.