

# POLICY

# FINANCIAL

# HARDSHIP



## STATEMENT OF INTENTION

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.

## NEGOTIATING FINANCIAL HARDSHIP ARRANGEMENTS

The process for reaching a financial arrangement should be reasonable for both parties. In coming to an arrangement Spirit will take into account your personal circumstances and may also ask for supporting evidence to support your claim.

We may ask this from you if:

- i. You have been a customer for less than 6 months
- ii. Your financial agreement needs to be long term
- iii. The debt amount is considered by Spirit to be significant
- iv. If Spirit is concerned that there may be fraud involved

Examples of evidence that Spirit may require to support your claim of financial hardship assistance:

- i. Evidence of an unforeseen change in circumstances
- ii. Evidence that you have met with a registered financial advisor
- iii. Statutory declaration (witnessed by certified person who is familiar with your circumstances)
- iv. Financial documentation (social security statement etc)

## YOUR OBLIGATION

Acknowledge the debt and the obligation to pay the debt plus current monthly service bills

- Provide enough information so both parties can establish a suitable payment arrangement
- Indicate a willingness to reduce usage to a level that you can pay while reducing any previous debt
- Make agreed payments on time and advise Spirit once the payment has been made
- Immediately notify Spirit if any further financial difficulty occurs so your arrangement can be adjusted.

## OUR OBLIGATION

- To ensure all staff are trained in general credit area to manage financial hardship
- Confirm that you are legally liable to pay the debt and ensure none of the debt is in dispute
- If limiting services as part of the arrangement that all limitations are explained
- To ensure the arrangement is one that the customer can meet and monitor the arrangement
- Ensure that the customer is aware of their rights under the agreement

## ESTABLISHMENT OF FINANCIAL HARDSHIP

Once it has been established that you meet the criteria for financial hardship it is expected that you keep your payment and service arrangement.

## CONDITIONS:

- You are a residential customer
- We wish to maintain a relationship with you as a customer
- The financial hardship policy is reasonable for both customer and Spirit
- It is at the discretion of Spirit to waive late payment fees/ early termination fees

## KEEPING YOU CONNECTED

To assist you while going through this hard period in your life, we will offer one or more of the following options to keep you connected:

1. Restriction of service, in respect of overall or specific services
2. Transferring you to a Pre-Paid Service
3. Low Cost interim options until the you can continue with original payments

## EXAMPLES OF SOME FINANCIAL ASSISTANCE WE MAY OFFER

To assist you while going through this hard period in your life, we will offer one or more of the following options to keep you connected:

1. Temporarily postponing or deferring payments (for a longer period than would typically be offered to Customers requesting extension outside of Financial Hardship arrangement).
2. Waiving late payment fees
3. Waiving cancellation fees

## TERMINATION OF THE AGREEMENT

Credit management on your account will be put on hold while your financial hardship request is being reviewed and also while it is in place, unless:

- You breach the requirements of the financial hardship policy
- If you do not contact us to renegotiate the financial hardship policy and it is then breached
- If we cannot make contact with you, normal credit management will be reactivated, and this could mean the possible suspension/ termination of services or referral to an external agent for collection

Spirit will take reasonable steps to contact you, or your authorised representative, before credit management is undertaken.

## CONTACT US

If you require Financial hardship assistance, please contact our Customer Support Team on [financial.hardship.request@spirit.com.au](mailto:financial.hardship.request@spirit.com.au) who will assist you.

Should you feel your request for Financial Hardship assistance has not been appropriately addressed or to request a review, please follow our Complaints Handling Procedure which is available on our website <https://spirit.com.au/complaint-form>.

## FINDING A FINANCIAL COUNSELLER

You can talk to a phone financial counsellor or a consumer advocate who deals with financial difficulty matters from anywhere in Australia by ringing 1800 007 007 (minimum opening hours are 9.30 am – 4.30 pm Monday to Friday). This number will automatically switch through to the service in the State or Territory closest to you. Alternatively, you can find the financial counselling service nearest to you by visiting <http://www.financialcounsellingaustralia.org.au/Corporate/Find-a-Counsellor>.

## DEFINITIONS

The **Telecommunications Consumer Protections Code C628:2019** defines Financial Hardship as:

- a. Customer is unable to discharge the financial obligations owed by the Customer under their Customer Contract or otherwise discharge the financial obligations owed by the Customer to a Supplier, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause; and
- b. the Customer believes that they are able to discharge those obligations if the relevant payment arrangements or other arrangements relating to the supply of Telecommunications Products by the Supplier to the Customer are changed.

The **Telecommunications (Consumer Complaints Handling) Industry Standard 2018** defines a Consumer as:

- 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. business or non-profit organisation which acquires or may acquire one or more Telecommunications Products which are not for resale and, at the time it enters into the Customer Contract, it:
  - i. does not have a genuine and reasonable opportunity to negotiate the terms of the Customer Contract; and
  - ii. has or will have an annual spend with the Supplier which is, or is estimated on reasonable grounds by the Supplier to be, no greater than \$40,000, or, in the 5 months following Code commencement, an annual spend of \$20,000.