



# Financial Hardship Policy

*Digital Consulting Group*

## 1 Introduction

- a. This is Digital Consulting Groups Financial Hardship Policy.
- b. We understand that financial hardship can make it difficult for some customers to pay their bills. We are here to help
- c. 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.

## 2 TCP Code

- a. This Financial Hardship Policy acknowledges the Telecommunications Consumer Protections Code C628:2019 and we shall comply with the Code in relation to it.
- b. We will ensure that this Financial Hardship Policy is readily accessible on our website.
- c. We will give you a copy of the Financial Hardship Policy:
  - i. on request;
  - ii. when you indicate to us that you are experiencing financial hardship; or
  - iii. if we consider that you may be eligible for the Policy.

## 3 Our contact details

You can contact us regarding financial hardship issues (including our Financial Hardship Policy and financial hardship arrangements) as follows:

You can contact us to discuss your situation Monday - Friday 9:00am - 5:00pm AEST.

**By Phone: 1300 130 109** **By Email: [info@digitalconsulting.com.au](mailto:info@digitalconsulting.com.au)**

## 4 Who can claim financial hardship?

- (a) This policy is only available to our:
  - i. current and former residential customers; and
  - ii. current and former small business customers.
- (b) You are a residential customer if you are an individual who acquires from us a telecommunications product for the primary purpose of personal or domestic use and not for resale.
- (c) You are a small business customer if:
  - (i) you are a business or non-profit organisation which acquires from us one or more telecommunications products which are not for resale; and
  - (ii) at the time you entered into your customer contract, you did not have a genuine and reasonable opportunity to negotiate the terms of the customer contract, and:

- A. (if you entered your customer contract on or before 31 December 2019) – had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$20,000; or
- B. (if you entered your customer contract on or after 1 January 2020) – had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$40,000.

## 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 us or otherwise discharge the financial obligations you owe to us, due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing 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 us to you are changed.

## 6 Assessment

When assessing your eligibility for Financial Hardship, we may ask you to provide certain documents such as

- a. A statutory declaration or official written communication from a person or support group that is familiar with your circumstances,
- b. Evidence that you consulted a recognised financial counsellor,
- c. A statement of your financial position.

We may not be able to make an assessment of 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.

If you are eligible, we will work with you to come to an arrangement that allows you to pay your outstanding charges in a way that does not worsen your financial position. Where appropriate we will discuss means with you how to limit your spend (this may include barring some service features) during the time of our arrangement and thereafter.

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.

### Hardship arrangements – our options and policies

- a. We will consider options for a hardship arrangement, including:

- (i) temporarily postponing or deferring payments (for a longer period than would typically be offered to customers requesting an extension outside of Financial Hardship arrangements)
  - (ii) agreeing on an alternative arrangement, plan, or contract, including discussing pre-paid services
  - (iii) discounting or waiving of debt
  - (iv) waiving late payment fees
  - (v) waiving cancellation fees; or
  - (vi) incentives for making payments, for example payment matching.
- b. 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.
- c. 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.
- d. Your debt should not increase after the end of the current billing period.
- e. We will also consider options for keeping your service connected without increasing your debt, including:
  - (i) spend controls;
  - (ii) restriction of service, in respect of overall or specific services;
  - (iii) transferring you to a pre-paid service;
  - (iv) transferring you to a contract which includes hard caps or shaping; or
  - (v) low cost interim options until you can continue with original payments.
- f. 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.
- g. 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.

### **Financial Counsellors**

You can talk to a phone financial counsellor from anywhere in Australia by ringing 1800 007 007 (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>