

	MAIN HEADING:	Customer Service Agreement – Customer Service - Accounts
	SUBJECT:	Financial Hardship
	POL	Financial Hardship Policy
DATED: 18/4/2019	REVIEW DATE: 1/7/2020	VERSION 2

FINANCIAL HARDSHIP POLICY

Introduction

FuzeNet Pty Ltd (**FuzeNet**) aim to provide strong and consistent broadband Internet services to every member of the Australian population we can reach. FuzeNet realise that our customers are people, and that people have lives, and that sometimes people go through things in their lives that are hard to deal with, and sometimes that means people have difficulty paying their bills on time. FuzeNet is committed to enabling customers, who may face financial difficulties, to maintain their connection to broadband Internet services. FuzeNet’s Financial Hardship Policy explains how FuzeNet may be able to assist You if You are experiencing Financial Hardship.

This Financial Hardship Policy describes:

- what You can do, if You are a customer of FuzeNet, and You find You are dealing with things that have a financial impact that effect Your ability to meet Your financial obligations to FuzeNet or if You believe that You may be affected by Financial Hardship and if You wish to seek assistance from FuzeNet;
- how FuzeNet will conduct an assessment of Your circumstances;
- what criteria FuzeNet will use to determine Your eligibility for assistance; and
- in the event that FuzeNet make a determination that You are suffering from Financial Hardship, what FuzeNet can do to assist You.

Financial Hardship

FuzeNet adopts the Telecommunications Industry definition of **Financial Hardship** which is:

A situation where You are unable, reasonably, because of illness, unemployment or other reasonable cause, of short or long duration, to discharge Your financial obligations under Your Customer Service Agreement with FuzeNet for broadband Internet services, and You reasonably expect to be able to discharge those obligations if payment and/or service arrangements were changed.

Financial Hardship may be caused by a variety of circumstances, which may have long or short term impact on Your consequences, and that result in You being unable to meet Your financial obligations. These may include:

- Loss of employment or extended interruption of Your or another member of Your family’s employment;
- Illness, injury, hospitalisation or physical incapacitation, or mental illness, which is debilitating and extended, of Yourself, or a member of Your close family or a death in Your close family, which requires You to assume additional responsibilities;
- You suffer from the effect of external events including natural disasters, fire, flood, storm;
- You or someone for whom You are responsible is a victim of domestic or family violence;

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- Family breakdown; or
- Abuse of the service by a third party leaving the customer unable to pay the account

Financial Hardship is a genuine inability, and not a mere unwillingness, to meet financial obligations. Financial Hardship is where things have gone wrong, and You need help. Financial Hardship is not merely where a person may have spent all of their money on things that may or may not have been needed, and ... whoops... there is nothing left to pay the bills.

How to raise the issue of Financial Hardship

FuzeNet will ensure that, in the event that You may be affected by genuine Financial Hardship, You and/or Your financial counsellor (if you have one), will have easy access to FuzeNet’s skilled Customer Service team who will be empathetic, and who will endeavour to provide You with assistance which is appropriate to Your circumstances.

In the event that You believe that You are affected by genuine Financial Hardship You may raise the issue with FuzeNet and ask for assistance. Additionally, FuzeNet’s Customer Service team, who are trained and are able to identify customers who may be dealing with Financial Hardship, may identify that you may be affected by Financial Hardship, and may raise the issue with You and ask You if You require assistance.

Contact us

If You are experiencing difficulty with Your financial obligations to FuzeNet under Your Customer Service Agreement then please contact FuzeNet’s Customer Service team to discuss your situation.

Please contact us to talk about any difficulties with Your Financial obligations to FuzeNet or a situation of Financial Hardship by contacting:

FuzeNet Pty Ltd - Customer Service

Phone: 1300 881 917 - 9.00am – 5pm Monday to Friday – Sydney time

Email : accounts@fuzenet.net.au

It is always better to get on to these things sooner rather than later, so ideally we would prefer to talk with You before You are experiencing a situation of Financial Hardship. But we are available to talk this through at any time you need to and are able to.

Contact Community Financial Counsellors or Consumer Advocates

If You are experiencing any difficulties with Your financial obligations to FuzeNet under Your Customer Service Agreement, then You may also wish to discuss your situation with a community financial counselling service.

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You can contact Financial Counselling Australia, who can help you find a Financial Counsellor near you, by visiting - www.financialcounsellingaustralia.org.au/Corporate/Find-a-Counsellor.

You can also contact Financial Counselling Australia via the National Debt Helpline (available online at www.ndh.org.au) by telephone on 1800 007 007 (9.30am-4.30pm AEST Monday to Friday).

Financial Counselling Australia via the National Debt Helpline can help discuss matters such as what is a situation of Financial Hardship and what are your rights:

<http://www.ndh.org.au/Debt-solutions/What-is-financial-hardship-and-what-are-your-right>

There are also a wide range of community based agencies and non-government organisations which offer free financial counselling services in each state and territory in Australia. These organisations are not affiliated with FuzeNet, but they might be able to help you.

Australian Communication Media Authority (ACMA) provides guidance about options available for people experiencing financial hardship to stay connected and manage their spending on telecommunications services. Please see the guide regarding telco services during financial hardship at [ACMA's website](#).

How FuzeNet staff will conduct an assessment of Your circumstances

After the issue that You may be experiencing Financial Hardship is raised with FuzeNet, either directly by You, or by a member of FuzeNet's Customer Service Team, FuzeNet will conduct assessment of Your circumstances and assess Your eligibility for assistance.

FuzeNet's assessment will be based on information provided by You and other information that may be available to FuzeNet. FuzeNet will inform You of information that we may require You to provide. FuzeNet will conduct the assessment of Your circumstances in a fair and timely manner.

The assessment process

When assessing your eligibility for Financial Hardship, FuzeNet's Customer Service Team may ask You to provide certain information we will require to enable FuzeNet to make an assessment of Your circumstances. This information may include:

- Details of Your income and employment
- Details of Your use of Your Service
- Your contact details or other forms of identification
- Details of Your financial obligations

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

- A statutory declaration or formal or official written communication from a person or support group that is familiar with Your circumstances

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- Evidence that You consulted a recognised financial counsellor
- Evidence to confirm any statement made about Your financial position.

We may use the information you provide as well as other information available to us. FuzeNet may not be able to make an assessment of Your circumstances if You do not provide us with information that we consider necessary and that we have requested.

Once You have provided to us all of the information we require, then FuzeNet will, within 7 days, conduct the assessment and let you know of the outcome of the assessment, whether or not You are eligible for assistance under FuzeNet’s Financial Hardship Policy.

In conducting the assessment FuzeNet will be seeking to determine whether You are experiencing Financial Hardship, as that term is defined by the Telecommunications Industry, which is:

A situation where You are unable, reasonably, because of illness, unemployment or other reasonable cause, of short or long duration, to discharge Your financial obligations under Your Customer Service Agreement with FuzeNet for broadband Internet services, and You reasonably expect to be able to discharge those obligations if payment and/or service arrangements were changed.

If FuzeNet determine that Your circumstances meet this definition, then You will be eligible for assistance. In that case FuzeNet 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.

Privacy

If You are facing financial difficulties and wish to discuss whether or not You will be eligible for assistance under FuzeNet’s Financial Hardship Policy, You may be required to provide some sensitive or personal information, which may include:

- Employment information
- Income details (including any government assistance)
- Debt statements (Bills)

FuzeNet will always protect Your privacy. Staff in FuzeNet’s Customer Service Team are trained and experienced in treating matters of financial hardship with understanding, sensitivity, and confidentiality. They will protect Your privacy.

All information that You provide to FuzeNet will be kept confidential and in accordance with the privacy provisions of the Privacy Act 1988 (Cth).

What Assistance is available to respond to Financial Hardship

Assistance

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Assistance may include any of the following:

1. **Reduce the amount You use and spend** – This may include reducing the service specifications and configuration – speed & data – and the associated fee, for Your Service.
2. **Stop the amount You use and spend** – In some circumstances of substantial Financial Hardship it may be best to ensure that You incur no further charges, and in that case it may be best to suspend Your Service until You confirm that the situation of Financial Hardship is resolved and that You can once again meet your financial obligations under the Customer Service Agreement.
3. **Payment plan** - Payments under any repayment or payment plans should be sufficient to cover expected future use of the service (as adjusted to ensure Your financial position does not worsen over a reasonable period of time). The arrangement should provide a continued reduction of debt at a reasonable level (i.e. FuzeNet will ensure that You are not going into future debt under the arrangement).

Arrangements

If FuzeNet determine that Your circumstances meet the Telecommunications Industry definition of Financial Hardship, and that You are eligible for assistance under FuzeNet's Financial Hardship Policy, and if FuzeNet and You agree to FuzeNet providing assistance in a manner which FuzeNet has proposed, then FuzeNet may make an arrangement with You to confirm the details about how FuzeNet will go about providing that assistance.

You will be asked to agree to this arrangement. If You agree, then the arrangement will proceed, and You will be bound to comply with the terms of the arrangement.

If You agree to an arrangement for assistance under which includes either reduction or stopping the amount You use and spend, then FuzeNet will lock this in, so that no further charges can be made to increase the rates or fees for Your Service above that agreed reduced service and/or fee. In that case FuzeNet will require, before any such arrangement is unlocked, that You confirm that the situation of Financial Hardship is resolved and that You can once again meet your financial obligations under the Customer Service Agreement.

Please tell FuzeNet if Your circumstances change (for better or for worse) during our arrangement. FuzeNet may propose adjustments as necessary, and if You agree, those adjustments will form part of the arrangement.

Once we come to an agreement we will put this in writing via letter or email to you.

No fee



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FuzeNet will not charge You for assessing your Financial Hardship circumstances or for administering any arrangement to provide You with assistance under this Policy.

END OF FINANCIAL HARDSHIP POLICY