

# Financial Hardship Policy

Oct 2023



Screwloose IT

## 1. Introduction

- 1.1 This is the Financial Hardship Policy of Screwloose IT, developed in accordance with the Telecommunications Consumer Protections Code C628:2019 (Code).
- 1.2 A summary of this policy is available on our website and will be provided to customers whenever:
  - 1.2.1 requested;
  - 1.2.2 a customer indicates that they are experiencing financial hardship; and
  - 1.2.3 we consider that you may be eligible for this policy.
- 1.3 Financial hardship refers to a situation in which:
  - 1.3.1 you are unable to meet your financial obligations to us due to illness, unemployment, being the victim of domestic or family violence, or other reasonable temporary or ongoing cause; and
  - 1.3.2 you believe that you will be unable to meet those obligations unless different payment or other arrangements are made.
- 1.4 This policy is available to current and former residential customers and small business customers. 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. You are a small business customer if:
  - 1.4.1 you are a business or non-profit organisation which acquires from us one or more telecommunications products which are not for resale; and
  - 1.4.2 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
    - 1.4.2.1 (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
    - 1.4.2.2 (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.
- 1.5 We understand that financial hardship can make it difficult for some customers to pay their bills. We will treat you with courtesy and respect and be understanding of genuine financial hardship.
- 1.6 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.
- 1.7 We will not charge for an assessment of financial hardship or for any arrangements made under this policy.
- 1.8 We will not normally take credit management action while we are discussing a possible arrangement with you under this policy or while an arrangement is in place but we reserve the right to do so when:
  - 1.8.1 you fail to meet your obligations under an arrangement;
  - 1.8.2 you do not contact us to discuss a new arrangement;
  - 1.8.3 we have taken reasonable steps to communicate with you and have been unsuccessful;
  - 1.8.4 we decide that it is reasonable to do so in all the circumstances (e.g. to prevent further increase in the debt owed); or
  - 1.8.5 you indicate or agree that the arrangement is unable to be completed.

## **2. Initial Contact (Step 1)**

- 2.1 If you are experiencing financial hardship, please contact us:
  - By Phone on 1300 245 575
  - By email on [support@screwlooseit.com.au](mailto:support@screwlooseit.com.au)
- 2.2 The earlier you contact us, the better. Termination of your service is a last resort and we will work with you to try and avoid that outcome.
- 2.3 We will try to deal with financial hardship issues as soon as possible, preferably upon initial contact.
- 2.4 Our contact staff will be familiar with this policy and undergo training to comply with it and Chapter 7 of the Code.

## **3. Assessment (Step 2)**

- 3.1 We will investigate and assess all applications made under this policy in a timely manner and in any event within 5 business days of receiving such information, documents or confirmations as we may require from you.
- 3.2 If we cannot deal with your issue immediately, we may need to:
  - 3.2.1 investigate your account history;
  - 3.2.2 make other enquiries;
  - 3.2.3 ask you to provide written particulars of your financial hardship; and
  - 3.2.4 obtain further documents and information from you.
- 3.3 To assist us to understand the reason for your financial hardship, the level of support you may require and the range of options available to assist you, we will usually request evidence of the circumstances surrounding your financial hardship, including (but not limited to):
  - 3.3.1 financial statements and tax returns;
  - 3.3.2 copies of bank statements;
  - 3.3.3 statutory declarations by you or others;
  - 3.3.4 evidence of having consulted with a recognised financial counsellor; and
  - 3.3.5 a letter from your accountant, bank officer, family doctor, etc.

The extent of information and documentation required will depend on the likely duration of your financial hardship, the size of your debt to us, the length of your relationship with us and other factors.








- 3.4 Our financial hardship arrangements are intended for customers who are in financial hardship for good reason. They do not apply if you dispute a bill or deny liability. Accordingly, we may ask you to:
  - 3.4.1 clearly identify the problem bills;
  - 3.4.2 confirm that they are not disputed; and
  - 3.4.3 confirm that you intend to pay when you reasonably can.
- 3.5 We will make our assessment based on our own investigations and on the information and responses you give to us. If your information and responses are incomplete we may decline to make an assessment. If they are false or misleading, we may decline to make an assessment and may cancel any arrangements previously made.

#### **4. Acceptance and Arrangements (Step 3)**

- 4.1 If we accept your claim of financial hardship, there are various arrangements we might make to assist you. If, however, we consider that there is nothing we can do under this policy that would make any difference, we can't make any arrangements with you.
- 4.2 Once we have concluded Step 2, we will inform you of our assessment and propose arrangements to address your financial hardship. These will be discussed with you. No arrangements will commence without your acceptance and written confirmation of the arrangements.
- 4.3 We will be flexible about the arrangements that might be made, but our ability to make suitable arrangements is not unlimited. We will take all your individual circumstances into account and may consider:
- 4.3.1 payment options
- 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;
  - discounting or waiving some or all debt;
  - waiving late payment or cancellation fees;
- 4.3.2 where your financial hardship is due to being a victim of domestic or family violence, provide you with flexible repayment options to meet your individual circumstances, including options appropriate to the ongoing management of accounts and/or liabilities;
- 4.3.3 for existing debts, a deferred payment plan to ensure that the debt does not increase in successive billing periods and is paid at no less than 10% of the outstanding balance each month and otherwise in full within 6 months;
- 4.3.4 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 contract which includes hard caps or shaping; or
- 4.4 low-cost interim options until you can continue with original payments. The options described above do not represent a range of options from which you can choose. Rather, they represent options we have available to offer to offer you, depending on what we consider to be most appropriate in all the circumstances; including the telecommunications services we offer and our operational and system requirements.
- 4.5 If an arrangement under this policy is agreed, you are expected to comply with it and to notify us promptly if your circumstances change.
- 4.6 We will inform you immediately if we conclude that you do not meet our financial hardship or assistance criteria.



## 5. Further Information and Assistance

- 5.1 There are also a range of other financial support services available in each state and territory in Australia. For more information on these and other options available please see the [ACMA's website](#).
- 5.2 You can obtain advice from a community financial counsellor from anywhere in Australia by calling **1800 007 007** (Monday to Friday, 9.30 am – 4.30 pm). This number will automatically switch through to the service in the State or Territory closest to you, or you can visit the National Debt Helpline **www.ndh.org.au**
- 5.3 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.
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[support@screwlooseit.com.au](mailto:support@screwlooseit.com.au)

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