

# Financial Hardship Policy

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This is the Financial Hardship Policy referred to in the Customer Service Agreement for Uniti Retail Pty Ltd ABN 71 154 074 218 trading as Uniti Internet and Uniti Wireless.

A reference to "we", "our" or "us" is a reference to Uniti Retail Pty Ltd.

## 1. Introduction

- 1.1 We acknowledge and understand that our customers may sometimes experience situations which mean they have difficulty paying their bills on time. We are committed to ensure that our customers, who may face financial difficulties, are still able to maintain their internet connection. This Financial Hardship Policy explains how we may be able to assist you if you are experiencing financial hardship.
- 1.2 This policy describes:
- (a) What you can do if you find you are in circumstances or dealing with matters that have a negative impact on your ability to meet your financial obligations to us;
  - (b) How you can seek assistance from us if you believe you are affected by financial hardship;
  - (c) How we will conduct an assessment of your circumstances;
  - (d) What criteria we will use to determine your eligibility for assistance; and
  - (e) If we make a determination that you are suffering from financial hardship, what we can do to assist you.

## 2. Financial Hardship

### Definition of financial hardship

- 2.1 We have adopted 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 us for broadband internet services, and you reasonably expect to be able to discharge those obligations if payment and/or service arrangement were changed.*

- 2.2 Financial Hardship may be caused by a variety of circumstances which may have long or short term impact on you, and that result in you being unable to meet your financial obligations. These may include:
- (a) loss of employment or extended interruption of your, or another member of your family's employment;
  - (b) 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;
  - (c) you suffer from the effect of external events including natural disasters, fire, flood, storm;

- (d) you or someone for whom you are responsible is a victim of domestic or family violence;
- (e) family breakdown; or
- (f) abuse of the service by a third party leaving the customer unable to pay the account.

**Seeking Assistance**

- 2.3 If you believe you are affected by genuine Financial Hardship, you can raise this issue with us and request assistance.
- 2.4 Our Customer Service team have also received training to identify customers who may be dealing with Financial Hardship and they may approach you to ask if you require assistance.
- 2.5 You can contact our Customer Service team by phone or email via the details in the “We’re here to help” section on our Website home page. Our Customer Service team can be reached at 1300 847 201, from Monday to Friday between the hours of 8:30am – 6:00pm AEST.
- 2.6 You can also seek assistance from the National Debt Helpline which can help you find a financial counsellor and/or discuss your options:

Phone	1800 007 007	National Debt Helpline Mon to Fri AEST 9.30am - 4.30 pm
Website	<a href="http://www.ndh.org.au">www.ndh.org.au</a>	

The [Australian Communication Media Authority \(ACMA\)](#) also provides guidance about options available for people experiencing financial hardship to stay connected and manage their spending on telecommunications services.

### 3. Assessing a request for assistance

- 3.1 After you have lodged a request for assistance, we will conduct an assessment of your circumstances and assess your eligibility for assistance.
- 3.2 When assessing your eligibility for Financial Hardship, we may ask you to provide:
  - (a) details of your income;
  - (b) details of your service;
  - (c) your contact details or other forms of identification;
  - (d) details of your financial obligations;
  - (e) a statutory declaration or formal or official written communication from a person or support group that is familiar with your circumstances;
  - (f) evidence that you consulted a recognised financial counsellor; and/or
  - (g) evidence to confirm any statement made about your financial position.
- 3.3 We may use the information you provide as well as other information available to us. We 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.
- 3.4 Once you have provided to us all of the information we require, within 7 days, we will conduct the assessment and let you know of the outcome of the assessment.
- 3.5 If we determine that you are eligible for assistance, 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.

## Privacy

- 3.6 You may be required to provide some sensitive or personal information, which may include:
- (a) employment information;
  - (b) income details (including any government assistance); and/or
  - (c) debt statements (bills).
- 3.7 We will always protect your privacy. Our staff are trained and experienced in treating matters of financial hardship with understanding, sensitivity, and confidentiality. They will protect your privacy.
- 3.8 All information that you provide to us will be kept confidential and in accordance with the privacy provisions of the Privacy Act 1988 (Cth).

## 4. Types of Assistance

- 4.1 Assistance may include any of the following:
- (a) **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.
  - (b) **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.
  - (c) **Low cost interim solutions** - This may involve transferring you to a contract which has reduced features and reduced monthly charges associated with it.
- 4.2 Some other options for suitable financial arrangements may include:
- (a) **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. Uniti will ensure that You are not going into future debt under the arrangement).
  - (b) **Temporarily postponing or deferring payments** - In some circumstances of substantial Financial Hardship, Uniti may temporarily postpone or defer payments (for a longer period than would typically be offered to Customers requesting an extension outside of Financial Hardship arrangements) subject to terms and criteria agreed with You. Where any repayments are postponed or deferred, this will require a payment plan being implemented and adhered to.
  - (c) **Waiving late payment fees** - Uniti may, in certain circumstances of Financial Hardship, agree to assist by waiving certain late payments fees.

### Arrangements

- 4.3 If we determine that you are eligible for assistance under this Policy, then we may make an arrangement with you to confirm the details about how we will go about providing that assistance.
- 4.4 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.
- 4.5 If the arrangement includes either reduction or stopping the amount you use and spend, then we 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. Before any such arrangement is unlocked, we will ask you to confirm that the situation of Financial Hardship is resolved and that you can once again meet your financial obligations under the Customer Service Agreement.

- 4.6 Please tell us if your circumstances change (for better or for worse) during our arrangement. We may propose adjustments as necessary, and if you agree, those adjustments will form part of the arrangement.
- 4.7 Once we come to an agreement we will put this in writing via letter or email to you.

## 5. Further Review

- 5.1 If you wish for further review of our proposed Financial Hardship offer, you may contact our Complaints team and request that a further review take place.
- 5.2 You can contact our Complaints team by the following means:

Email	complaints@unitiinternet.com
Online	<a href="https://www.unitiinternet.com/complaints">https://www.unitiinternet.com/complaints</a>
Phone	1300 847 201
Mail	Customer Service Complaints Officer Uniti Group Limited Level 1, 44 Currie Street, Adelaide SA 5000

- 5.3 Further information regarding our Complaint Handling Process can be found at:  
[www.unitiinternet.com.au/legal](http://www.unitiinternet.com.au/legal)

### **No fee**

- 5.4 We will not charge you for assessing your Financial Hardship circumstances or for administering any arrangement.