

About this Statement

(annexing Summary of Financial Hardship Policy—see [Schedule B](#))

1. Introduction

Nextel's Financial Hardship Policy is specified in this document.

It may be problematic for our few customers to pay their bills, we consider that, and therefore, this Financial Hardship Policy designed to:

- a. Alleviate the pressures in such cases;
- b. Ensure, as far as possible, that our bills are paid; and
- c. Maintain service, if that is feasible.

2. TCP Code

We accept the Telecommunication Consumer Protections Code C628:2012 and we intend to comply with the Code in relation to it.

We will provide you with a copy of the Financial Hardship Policy Summary in Schedule B to this Policy:

- a. On request;
- b. When you indicate to us that you are undergoing Financial Hardship; or
- c. If we consider that you may be eligible for the Policy.
The Summary in Schedule B forms part of this Policy.

3. Our Contact Details

You can contact us regarding financial hardship issues as follows:

Name:	Jeremy Low	Contract hours 8:30am – 5:30pm AEST
Position:	Group Operations Manager	
Telephone:	139 139	8:30am – 5:30p, AEST
Email:	Jeremy.low@nextel.com.au	All hours: processed during business hours
Postal Address:	207/27 Mars Road LANE COVE NSW 2065	All hours: processed during business hours
Fax:	02 9995 7199	All hours: processed during business hours

4. Who Can Claim Financial Hardship?

This Policy is only available to our:

- a. Personal/Residential customers; and
- b. Small business customers.

If you attain a telecommunication product for the key purpose or domestic use and not for resale, then you are a personal/residential customer. If you are a small business or a non-profit organisation, which acquires one or more telecommunication product from us and not for re-sale purpose and enter into a customer contract where:

- c. You did not have a genuine and reasonable opportunity to negotiate the terms of the customer contract (Agreement); and
- d. You had or would have an annual spend with us which was, or we estimated on reasonable grounds to be, no greater than \$20,000.

5. What Counts as Financial Hardship?

'Financial hardship' means a situation where:

- a. You are incapable of discharging the financial debts owed under your customer contract with us or otherwise discharge the financial debts you owe to us, due to illness, unemployment or other reasonable cause; and
- b. You believe that you are able to discharge those debts if the relevant payment arrangements or other arrangements relating to the supply of telecommunications products by us to you are changed.

6. Assessment of Applications

We will assess any application you make in an impartial and opportune manner.

7. Application Process

Step 1: You need to tell us about it.

In certain circumstances sometimes we may become aware that you are experiencing hardship. But usually, we'll only know if you tell us. The former thing to do is to make a hardship claim is contact us and tell us:

- a. Who you are;
- b. What Nextel bills (statements) you have difficulty with;
- c. What the difficulty is.

Step 2: We ask for it in writing.

In the case where you are unable to provide us anything in written we will be considering and resolving the matter on the telephone although we would require a written document as early as possible.

Schedule A is an Application Form you can use to satisfy this requirement, and we always need initial details provided by our customers.

You must send any documentation we require to the email address, postal address or fax number in section 3 above, addressed to 'Financial Hardship Officer'.

Our assessment of an application base on the information you provide or other information available to us.

On providing any false or incomplete information, we may cancel any financial hardship arrangement.

Step 3: We'll check if there are any disputed amounts.

Our financial hardship arrangements are for people who owe money, but can't pay it for a considerable reason. They don't apply if you dispute a bill or say you don't have to pay it.

We'll ask you to:

- a. Clearly, identify the problem bill/s;
- b. Confirm they are not disputed; and
- c. Confirm that you intend to pay when you reasonably can.

If there is a dispute, we'll refer you to our Complaints Policy instead of this financial hardship policy.

Step 4: We'll decide if it should be considered as financial hardship.

Firstly, we will consider a hardship case when you tell us about not able to pay our bills. If you're not saying that, it's not a case of hardship.

Secondly, we'll consider whether non-payment is reasonable. For instance, if you cannot pay us because you choose to rather pay some extra classes that you are doing, we might consider it unreasonable to pay that instead of your phone bill.

Third, we'll consider why you're financially restricted. Relevant reasons may include:

- a. You lost your job;
- b. A dependant of yours lost their job and you have to support them;
- c. Family breakdown;
- d. Illness;
- e. Unexpected and unavoidable extra financial commitments e.g. medical bills from an accident.

Such reasons are acceptable can be a good guideline. If your reasons are as serious and good as these ones, we'll be agile about accepting them. Fourth, we'll consider whether a change of arrangements could help you pay. If there's nothing we can do under this policy that would make any difference, we can't make a hardship arrangement with you. If all of the above are satisfied, we'll accept that you are making a financial hardship claim.

Step 5: We may ask for documentary proof.

We may ask you to provide written confirmation that you are telling us the truth. Generally, we'll ask for documentation if:

- a. It looks like you'll need a hardship arrangement for a long time;
- b. The amount involved is over \$250;
- c. You have been our customer for less than six months;
- d. We consider there is a reasonable possibility of mistake or fraud. We may also ask for documentation in other cases, based on similarly serious reasons. Examples of documents we might require are:
 - e. Evidence that you have lost employment;
 - f. Evidence that you have consulted a financial counsellor;
 - g. A statutory declaration by you;
 - h. A statutory declaration by someone familiar with your circumstances; and
 - i. A medical certificate.

The purpose of asking for documentation is to help defend your claim and to help us be flexible about what arrangements may assist in your particular circumstances.

We may necessitate data of your capacity to pay e.g. a financial statement confirmed by a statutory declaration. As a normal rule, if we ask you for any proof or documentation and you don't provide it within 10 working days, your hardship application is considered withdrawn. (But we won't unreasonably refuse to reinstate it if you later ask us to.)

If we ask for documentation:

- j. You must send it to the email address, postal address or fax number in section 3 of this policy, addressed to 'Financial Hardship Officer'; and
- k. We will comply with applicable privacy laws.

Step 6: We will make a decision about whether we accept that you've shown financial hardship

Once you have done what is required of you mentioned in 1 to 5 steps above, we will do that within five working days.

If you have an active email address, we will notify you by email. Otherwise, we will notify you by post or any other method you asked for and we agreed to. The rest of the steps assume that we have accepted your claim of financial hardship.

Step 7: We'll work with you to agree on a hardship arrangement.

Application for a hardship agreement is included under our notification under step 6.

We have our policy guidelines, but we will be flexible about arrangements, taking your conditions into account. But we do have policy guidelines.

You must contact our Financial Hardship Officer by telephone, generally within 10 working days after we send the notification.

If you do not contact the Financial Hardship Officer within the required time, your application will be considered withdrawn (but we will not unreasonably refuse to reinstate it if you contact us within a reasonable time and ask us to).

When you contact the Financial Hardship Officer, they (or a delegate they appoint) will discuss the projected financial hardship arrangement with you and see if you accept it or whether another arrangement can be agreed.

Our policy guidelines:

- a. For standing arrears, 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.
- b. Your debt should not increase after the end of the current billing period.
- c. We will consider with you whether any changes to your service may help you retain service without increasing your debt, for example by:
 - i. call barring;
 - ii. restricted access;
 - iii. slower access;
 - iv. prepayment;
 - v. extended payment period up to 14 days longer than normal, for up to six months; or
 - vi. waiving reconnection fees unless we are liable to a third party (e.g. wholesaler) for them.

d. 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.

We won't normally take credit management action while we are discussing a possible agreement with you, or an agreement is in place.

We will interrupt credit management action while an agreement under this Policy is being discussed or is in place unless:

- a. You do not meet your obligations under the arrangement (in which event, if you do not contact us to discuss a new arrangement, we will take reasonable steps to contact you before taking credit management action);
- b. We decide it is reasonable to do so given the circumstances, e.g. to prevent a further increase in the debt owed; or
- c. you agree that the arrangement is unable to be completed.

Step 8: If we can reach an agreement with you

It may not be possible to agree an arrangement with you within our policy guidelines (applied rationally flexible). If we do reach a hardship agreement with you:

- a. A summary of the agreement will be sent by email or post;
- b. The summary will include the amount and frequency of any 'catch up' payments you must make;
- c. It will also note any service restrictions that will apply; and
- d. You should contact us without delay if your circumstances change.

During the Term of a Hardship Arrangement

- a. We together must comply with it;
- b. We will monitor your compliance;
- c. We will review the agreement if you notify us that your conditions have changed and request us to do so; and
- d. We will not sell your debt.

Our Dealings with You

Our Financial Hardship Officer and delegates will be:

- a. Courteous and respectful;
- b. Empathetic in cases of genuine financial hardship;
- c. It will be expected that they will be treated by you with courtesy and respect; and
- d. Our delegates are entitled to act in our rational interests, especially in making sure claims are genuine and we are not underprivileged without good cause.

Costs Associated with This Policy

There are no costs to you for making a financial hardship application or else in association with this policy.

Training

Our Financial Hardship Officer and delegates must:

- a. Read this policy in full before instigating obligations and at least once each two months after that;
- b. Read Chapter 6 of the Telecommunications Consumer Protections Code C628:2012 in full before instigating obligations and at least once each six months after that; and
- c. Contributes in all further training about the policy that we direct.

Where to Get More Information and Assistance

Our Financial Counsellors are trained and qualified to work in the local community to provide corrective, anticipatory and advocacy services for people in financial suffering (or who are in danger of entering financial suffering) with a focus on people of low income.

They are generally sponsored by State and Federal Governments and services are provided free of charge.

To clarify and analyse your financial situation Financial Counsellor works with you and explains the financial and legal documents and processes, and identify and discuss options for resolving financial problems.

While a Financial Counsellor may assist you in negotiating with creditors, you are always in mechanism over what course of action will be taken. In some States, Consumer Advocates.

Contacting Your Local Financial Counsellor or Consumer Advocate

Australian Financial Hardship Advice

1800 007 007