

## Financial Hardship Payment Assistance Policy

### Attaching Financial Hardship Payment Assistance Initial Application Form (Schedule A) and Summary of Financial Hardship Policy Schedule B)

Konec Mobile Pty Limited ABN 34 650 761 667

#### 1. Introduction

- (a) This is Konec Mobile's Financial Hardship Payment Assistance Policy ('The Policy'). It is approved by our General Manager who is responsible for its implementation and operation.
- (b) We understand that financial hardship can make it difficult for some customers to pay their bills. You have a right to apply for Financial Hardship Assistance in this situation.
- (c) We are committed to helping customers facing financial hardship maintain telecommunications access and working with you to find a sustainable solution. Disconnection is a measure of last resort. We provide help on a case by case basis and any assistance we provide depends on your individual circumstances.
- (d) We will review this Policy at least once in each period of 12 months commencing from 29<sup>th</sup> March 2024.

#### 2. Applicable Legislation

- (a) This Policy is formed in accordance with the Telecommunications (Financial Hardship) Industry Standard 2024 and we will comply with it.
- (b) This Policy will always be readily accessible on our website.
- (c) We will give you a copy of this Policy:
  - (i) Upon request
  - (ii) When you indicate to us: that you are experiencing financial hardship; you mention that you are having difficulty paying a bill; that you want to know how to manage or reduce your spending; you need help paying a bill; you mention you are in a situation described in Section 5 below.
  - (iii) If we consider that you may be eligible for the Policy as follows: more than 2 consecutive overdue bills, or 3 overdue bills in previous 6 months or you owe us more than \$200
- (d) This Policy includes The Financial Hardship Payment Assistance Policy Initial Applications form in Schedule A and Policy Summary in Schedule B.

#### 3. Our contact details

You can contact us regarding financial hardship issues, including our Financial Hardship Payment Assistance Policy, making an application for hardship assistance and monitoring the progress of your application as follows:

<u>How</u>	<u>When</u>
<b>Phone</b> 1300 4 KONEC (1300 4 56332)	Monday to Friday 9am-9pm AEST/AEDT.
<b>Online</b> Log in to your Konec Mobile account at <a href="http://www.konec.com.au">www.konec.com.au</a> or via app and send us an eSupport request	At any time
<b>Email</b> Email us at <a href="mailto:help@konec.com.au">help@konec.com.au</a>	At any time
We will include financial hardship contact details in any payment reminder notices we send you.	

#### 4. Who can claim Financial Hardship Payment Assistance?

This Policy is only available to:

- (a) Our current and former personal/residential customers who entered into a contract and owes money in relation to their contract.
- (b) You are a personal/residential customer if you are an individual who acquires a telecommunications product from us for the primary purpose of personal or domestic use and not for resale.

#### 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;
  - (i) Personal or household illness
  - (ii) Unemployment
  - (iii) Low or insufficient income
  - (iv) Being a victim or survivor of domestic or family violence
  - (v) A death in the family
  - (vi) A change in personal or family circumstances
  - (vii) A natural disaster
  - (viii) Unexpected events or unforeseen changes that have impacted your income or expenditure
  - (ix) Other reasonable causes

and

- (b) You believe that if the relevant payment arrangements or other arrangements relating to the supply of telecommunications products by us to you are changed, that you will be able to discharge those obligations

#### 6. Eligibility for Assistance

- (a) You are eligible if you are an individual as described in section 4 and meet the definition of financial hardship as per section 5 and you wish to access options for assistance from us.
- (b) We will advise you immediately that we become aware that you are not eligible for assistance as per (a).

#### 7. No Charges

There are no charges levied for an application or assessment for hardship assistance or for the administration of an arrangement under our Financial Hardship Policy.

### Financial Hardship Payment Assistance Process

#### 8. Step 1: You may need to tell us about it

- (a) We will assume that you are experiencing financial hardship and will contact you in writing when you have 3 or more consecutive overdue bills, you've had a total of 3 overdue bills in the previous 6 months or if you owe us more than \$200.
- (b) If you do not meet the above criteria, the first thing to do to make a hardship claim is contact us and tell us:
  - (i) Who you are
  - (ii) What Konec Mobile bills you have difficulty with
  - (iii) What the difficulty is
  - (iv) What is causing the difficulty.

#### 9. Step 2: We may ask for it in writing

- (a) We understand that there may be times when you can't quickly get us anything in writing so we'll try our best to deal with you on the telephone – but you must give us something in writing as soon as you can.

- (b) For simplicity and ease, you may use the Application form in schedule A to satisfy this requirement and give us other initial details we will need.
- (c) Our assessment of an application may be based on the information you provide or other information available to us.
- (d) If you have provided false, misleading or incomplete information, we may cancel any Financial Hardship Arrangement.

## 10. Step 3: We'll decide if it could be considered as financial hardship

- (a) First, we'll consider if you're telling us you can't afford to pay our bill/s. If you're not saying that, it's not a case of hardship.
- (b) Second, we'll assess whether you are an individual as described in section 4 and meet the definition of financial hardship as defined in 5 above.
- (c) Third, 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 the above are satisfied, we'll accept that you are making a financial hardship claim.

## 11. Step 4: We may ask for documentary proof

- (a) We will not ask for supporting documentation if it appears that assistance is required for 3 or less recharge cycles or where it appears they you may be a victim of domestic or financial abuse
- (b) We may ask you to provide written evidence of your hardship in situations where it appears that assistance of more than 3 recharge cycles may be necessary and either
  - (i) The amount to be repaid is more than \$1000
  - (ii) You have been a customer of less than 2 months or
  - (iii) We believe there is a possibility of fraud.
- (c) We will limit required documentation to that which is strictly relevant to the financial hardship assessment (and tell you this), advise you of how you can present the information to allow for it to be sighted only by our Team Members who are authorised to assess eligibility and let you know that we will only retain the record for as long as it takes us to complete our assessment.
- (d) When we request information we will advise you of the name, email address and phone number of our Team Member who you can discuss the request with.
- (e) We will provide you with details of how you can give the information to us. If you have a disability, are from a culturally diverse background or English is not your first language, we will work with you to provide contact points appropriate to your needs.
- (f) We will advise you how the information will be used, that it may be used as a basis for our assessment and that we will keep it safe. We will also advise what other information we may use as a basis for assessment that if you do not provide the information or it is incomplete we may be unable to complete our assessment.
- (g) We will advise that if you provide false, misleading or inaccurate information we may cancel our assessment.
- (h) When we advise you regarding documentation requirements, it will be in writing or a form suitable to your needs.
- (i) We will allow sufficient time for you to locate the information and establish a process with you to allow for the information to be presented to and sighted only by our Team Members who are authorised to assess eligibility for financial hardship assistance.
- (j) The documentation will be handled in accordance with this and our Privacy Policy and retained only for the period required for us to complete our assessment

## 12. Step 5: We will make a decision about whether we accept that you've demonstrated financial hardship

- (a) When we assess your eligibility to access financial hardship assistance as per point 6 above, we will advise you of how long we estimate it will take us to complete the assessment.
- (b) We will complete the assessment as soon as possible but within **5 business days** after you have done what is required of you under steps 1 to 5.
- (c) Once our assessment is completed, we will inform you of the outcome within **2 business days**.
- (d) We will advise you immediately that we become aware that you are not eligible for assistance.

## 13. Step 6: We'll work with you to agree on a hardship arrangement

- (a) Our notification under step 6 may include a proposal for a hardship arrangement.
- (b) We may offer one or more of the following Payment Assistance options:
  - (i) Free manual payment method
  - (ii) Deferred payments
  - (iii) Discounted recharge payments
  - (iv) Payment plans tailored to meet your ability to pay
  - (v) Transfer to a plan that better suits your circumstances
  - (vi) Debt waiver
- (c) We will tailor an option for assistance will account for your individual circumstances and capacity to pay including options appropriate to the ongoing management of accounts and/or liabilities where you are the victim of domestic or family violence.

We may also offer alternative solutions based on your circumstances.

## 14. Step 7: If we can reach an arrangement with you

- (a) Sometimes, it may not be possible to agree an arrangement with you within our policy guidelines (applied reasonably flexibly). If we do agree a hardship agreement with you, we'll inform you within **2 business days** of:
  - (i) The details of your arrangement for financial hardship assistance
  - (ii) Your rights and obligations under the arrangement
  - (iii) Your obligation to notify us of any change in your situation **within 14 business days** of that change
  - (iv) The circumstances that might lead to credit management action being taken
  - (v) That duration of the arrangement
  - (vi) Your right to request a review of their arrangement if your situation changes.

## 15. Review of Hardship Arrangements

- (a) If you tell us that your financial hardship situation has changed, we will review the arrangement within **5 business days**.
- (b) Where we consider that you have not complied with the agreed arrangement, we will promptly contact you to discuss the matter and offer to review the arrangement with you.

## 16. Credit Management Action

- (a) Credit Management Action means any action taken by us to manage credit risk and collect outstanding debts from customers. It includes but is not limited to restriction, suspension and termination.
- (b) When we are considering whether to take credit management action, we will take all reasonable steps to determine if you are in financial hardship.
- (c) If we determine that you are in financial hardship, we will
  - (i) Offer you hardship assistance suitable to your situation

- (ii) Take all reasonable steps to keep your telecommunications service connected.
- (d) We will not take credit management action against you
  - (i) While you are discussing financial hardship options or have made an application
  - (ii) While a hardship arrangement is in place, except as follows.
- (e) We will take credit management action if
  - (i) You do not meet your obligations under the arrangement and
  - (ii) We have taken steps to review the arrangement as per 16 above and
  - (iii) either
  - (iv) We have taken reasonable steps to contact you or you have contacted us to discuss payment options prior to credit management action or
  - (v) We have genuine reason to believe that you are unwilling to pay your debts, to prevent the debt increasing further or
  - (vi) You agree that the financial hardship arrangement is unable to be completed or
  - (vii) We have been unable to contact you in writing and by one other method on 3 separate occasions, on separate business days over a period of a maximum of 10 business days.
  - (viii) When we contact you as per (iv) and (vii), we will state that we are contacting you because we propose to take credit management action, which may include restriction, suspension or disconnection.
- (f) Where we take credit management action against you as a financial hardship customer, we will
  - (i) Use suspension or disconnection as a measure of last resort
  - (ii) Write to you at least 10 business days before taking action and advise:
    - (a) Credit management action is being taken
    - (b) The date credit management action is due to occur
    - (c) The reasons for us taking credit management action
    - (d) The charges that may apply
    - (e) The impact the action may have on other products we supply to you
    - (f) Contact details of our Team Member so you make enquiries
    - (g) Contact details for the Telecommunications Industry Ombudsman and financial counselling service.
- (g) We will not sell a debt owed by you if you are discussing financial hardship options with us, have made an application for financial hardship assistance or have an arrangement in place.

## 17. Processes, Training and monitoring

- (a) This document contains the process and procedures our staff will follow in order to comply with the obligations set out in Telecommunications (Financial Hardship) Industry Standard 2024
- (b) Any Konec Mobile Team Member interacting with you will be trained:
  - (i) within 3 months of the commencement of the above Standard (29<sup>th</sup> March 2024) if they are existing Team Members dealing with you; or
  - (ii) before they start dealing with you as part of their new hire training and
  - (iii) Each year after they receive their first training.
- (c) The training provided will instruct our Team Members
  - (i) about the requirements under Parts 1 to 6 of the Standard
  - (ii) This Payment Assistance Policy, including the processes in this section.

- (d) The training we deliver will include an assessment to test the knowledge of matters described in (c) above.
- (e) We will regularly review how our Team Members interact with you in financial hardship matters to make sure they understand the matters referred to in (c) above.
- (f) We will review the effectiveness of our financial hardship training and make changes annually to ensure it meets the requirement of the Standard, this policy and our customers facing hardship.

## 18. Record Keeping

- (a) We will keep the following records relating to hardship arrangements with you for at least 2 years after the hardship arrangement has been completed.
  - (i) Your name and address contact details
  - (ii) A unique reference number so that we can identify your arrangement and its subject matter
  - (iii) The dates and details of our conversations with you
  - (iv) Copies of correspondence sent to or by you relative to the arrangement
  - (v) A copy of your hardship application
  - (vi) A copy of our request for documents to support your hardship claim
  - (vii) A record of your acceptance of the hardship arrangement
  - (viii) The notice detailing the hardship arrangement we have reached with you.
- (b) We will keep the following records for at least 2 years from the date of creating the record:
  - (i) Details of any and all credit management action referred to in section 17 to demonstrate our compliance with the relevant sections of the Standard,
  - (ii) Training records of our Team Members.
- (c) We will make our hardship records available to the ACMA upon receipt of a written request.
- (d) If we request documentation from you to support your hardship application we will only retain that record for as long as we need it to complete our assessment of your application and then we'll destroy it in a secure manner.
- (e) We will protect the records we keep from misuse, interference, loss, unauthorised access, modification or disclosure

## 19. Complaints

- (a) If you wish to seek a review of the outcome of a financial hardship application, you can do so under our Complaints Policy
- (b) You can access our Complaints Policy
  - (i) From the "legals" link on our homepage
  - (ii) By requesting a copy from us via one of the contact points specified in section 3.
- (c) You may refer a complaint to the Telecommunications Industry Ombudsman (TIO) after we have been given a reasonable opportunity to resolve it. The TIO can be contacted:
  - (i) at [www.tio.com.au](http://www.tio.com.au);
  - (ii) by phone 1800 062 058;
  - (iii) by writing to PO Box 276, Collins Street West Vic 8007;
  - (ii) through the National Relay Service – call on 1800 555 677 then ask for 1800 062 058;
  - (ii) by emailing the consumer complaint form to: [tio@tio.com.au](mailto:tio@tio.com.au).

## 20. Contacting your local financial counsellor or consumer advocate

There are many financial counsellors who work in community organisations across Australia. For instance, you can

- Contact the National Debt Helpline on 1800 007 007 or at [www.ndh.org.au](http://www.ndh.org.au)
- 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.
- Google search for “community financial counsellors”.

## Schedule A

# Initial Financial Hardship Application

Complete this form as an initial step to be considered for a financial hardship arrangement with Konec Pty Ltd and send to one of the following addresses:

<b>Mail:</b> Level 3, 5 Talavera Road Macquarie Park NSW 2113
<b>Email:</b> <a href="mailto:customer.support@konec.com.au">customer.support@konec.com.au</a>

<b>Your Name<sup>1</sup>:</b>	
<b>Konec account name:</b>	
<b>Your relationship to the account holder (select one)<sup>2</sup>:</b>	Account holder / Authorised Representative of our customer
<b>Your contact number:</b>	
<b>Your home address:</b>	
<b>Your email address:</b>	
<b>Your Konec Mobile mobile number(s)</b>	
<b>Invoice details your application relates to<sup>3</sup>:</b>	
<b>Detail of Financial Hardship. Attach additional page if necessary<sup>4</sup>:</b>	
<b>What type of assistance are you seeking and for how long?</b>	
<b>Do you have an existing Financial Hardship arrangement with Konec Mobile? If yes, provide details including date of arrangement.</b>	

<sup>1</sup> Note that only a Konec Mobile customer, or their authorised representative, may submit this application.

<sup>2</sup> Must be in name of same person as above, unless person above is their authorised representative.

<sup>3</sup> Clearly identify each invoice that presents payment difficulties including following as applicable: name of invoiced party, date, invoice number, amount, service type.

<sup>4</sup> Refer to Konec Mobile Financial Hardship Policy for information on qualifying circumstances



## Schedule B

### Summary of Konec Mobile Financial Hardship Policy

#### Introduction

If you are an individual customer who has acquired a telecommunications service from us for personal use, you owe us money and are experiencing financial hardship, you may be entitled to payment assistance for Konec Mobile bills they cannot immediately afford to pay.

Short term (3 or less bill cycles) or long term assistance (more than 3 bill cycles) is available.

We do not charge for Financial Hardship application, assessment or assistance.

#### What is financial hardship?

Financial Hardship is where:

- (i) You are unable to discharge your financial obligations owed under your contract or discharge other financial obligations to us and
- (ii) You believe that you will be able to discharge those obligations if an agreed hardship arrangement is implemented and
- (iii) The cause of the hardship is due to:

a	Personal or household illness
b	Unemployment
c	Low or insufficient income
e	Being a victim or survivor of domestic or family violence
f	A death in the family
g	A change in personal or family circumstances
h	A natural disaster
i	Unexpected events or unforeseen changes that have impacted your income or expenditure
j	Other reasonable causes

#### How to apply for Financial Hardship Assistance

You can make an initial application by:

<u>How</u>	<u>When</u>
<b>Phone</b> 1300 4 KONEC (1300 456 332)	Monday to Friday 9am-9pm AEST/AEDT.
<b>Online</b> Log in to your Konec Mobile account at <a href="http://www.konec.com.au">www.konec.com.au</a> or via app and send us a support request	Any time
<b>Email</b> <a href="mailto:help@konec.com.au">help@konec.com.au</a>	Any time

We may require you to complete a formal application form and provide evidence to support your request.

#### Types of Assistance we may provide

We may offer one or more of the following Payment Assistance options:

- (vii) Free manual payment method
- (viii) Deferred payments
- (ix) Discounted recharge payments
- (x) Payment plans tailored to meet your ability to pay
- (xi) Transfer to a plan that better suits your circumstances
- (xii) Debt waiver

## **Complaints about a Hardship Assistance Decision**

If you are unhappy with our decision regarding your application or want us to review that decision, you can contact us by any of the methods described above.

You may refer a complaint to the Telecommunications Industry Ombudsman (TIO) after we have been given a reasonable opportunity to resolve it. The TIO can be contacted:

- (i) at [www.tio.com.au](http://www.tio.com.au);
- (ii) by phone 1800 062 058;
- (iii) by writing to PO Box 276, Collins Street West Vic 8007;
- (ii) through the National Relay Service – call on 1800 555 677 then ask for 1800 062 058;
- (ii) by emailing the consumer complaint form to: [tio@tio.com.au](mailto:tio@tio.com.au).

## **Contacting A Financial Counsellor who may be able to assist or advise for free**

There are financial counsellors who work in community organisations. For instance, you can

- Contact the National Debt Helpline on 1800 007 007 or at [www.ndh.org.au](http://www.ndh.org.au)
- 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.
- Google search for “community financial counsellors”.