

Pacnet
Financial Hardship Policy

1. What is this document?

This document is Pacnet financial hardship policy which applies to its customers.

2. What is the aim of this policy?

The aim of this document is to assist our customers manage their financial obligations to us, and avoid the disconnection or disablement of any telecommunications products or services that we provide them.

3. Who does this policy apply to?

3.1 This policy applies to consumers, who are:

3.1.1. A person who acquires a telecommunications product for the primary purpose of personal or domestic use; or

3.1.2. A business or a non-profit organization which at the time of entering into a contract with (a) didn't have a genuine and reasonable opportunity to negotiate the terms of the contract with us; and (b) has a annual or estimated annual spend with us for no more than \$20,000; and

3.2 A consumer:

3.2.1. Who has contract for a service with us;

3.2.2. Who has applied for a service and is eligible to enter into a contract for that service with us;

3.2.3. Who has a prepaid service with us, for a residential or small business purpose.

4. What is financial hardship?

4.1 The definition of 'financial hardship' is:

A situation where a customer is unable, reasonably, because of illness, unemployment or other reasonable cause, to discharge their financial obligations under their contract with the Supplier and the Customer reasonably expects to be able to discharge those obligations if payment and/or Service arrangements were changed. Financial hardship can be of limited or long term duration.

5. Who will administer this policy?

This policy will be administered by the credit management team who are trained to deal with this policy.

6. When will financial hardship be assessed?

We will assess a customer's eligibility for assistance under this policy

6.1 Upon request

6.2 When the customer indicates to the supplier that they are experiencing Financial Hardship
6.3 If the supplier considers that the customer may be eligible for this policy

7. How will we assess financial hardship?

7.1 When assessing a customer's application for assistance under this policy we must take into account, the customer's individual circumstances.

7.2 We may request supporting documentation from a customer where;

7.2.1. It appears that the financial arrangement will need to be long term;

7.2.2. The amount to be repaid to us considered large or significant; 7.2.3 The customer has not been a customer of ours for very long;

7.2.4 We responsibly believe that there is a possibility of fraud.

7.3 Where we require supporting documentation we will provide you with a contact point and that person's fax number, email address or postal address

7.4 Information we may ask for to assess the customer's application;

7.4.1. Pacnet and other Telecommunications service details; and or

7.4.2. Contact details; and or

7.4.3. Income details; and or

7.4.4. Business financials; and or

7.4.5. Evidence of having consulted with or an appointment with a Business Analyst or Business Consultant

7.4.6. Details of cost of living; and or

7.4.7. Evidence of having consulted with or an appointment to see a Financial Counselor; and or

7.4.8. Statutory declaration from;

7.3.8.1 Medical practitioner; and or

7.3.8.2 Clergy; and or

7.3.8.3 Bank Officer; and or

7.4.9. Other information

8. How is an assessment made?

8.1 When assessing a customer's application for assistance under this policy we will take into account;

8.1.1. Information provided by the customer; and or

8.1.2. Individual's circumstances; and or

8.1.3. Pacnet payment history; and or

8.1.4. Discussion held with the customer

8.2 If information provided by the customer for assessment of the customer's application for assistance under this policy is insufficient, we may

8.2.1. Request further information

8.2.2. Not accept the customer's application

9. How are financial arrangements made?

9.1 In negotiating a financial arrangement we will take the individual circumstances into account and we may identify appropriate products and services (including call barring and pre-paid service) to assist customers to retain a level of access whilst managing future spending.

9.2 The basic principle of any arrangement must be that any arrangement provides for repayment of the debt to a level sufficient to cover expected future use of a service as well as providing for continued reduction of debt.

9.3 We may ask the customer to:

- 9.3.1 Acknowledge the debt and the obligation to repay the debt;
- 9.3.2 Provide sufficient information for both parties to ascertain what is a reasonable payment arrangement;
- 9.3.3 Indicate a willingness to reducing usage to a level that they are able to pay and take up relevant service options to that end;
- 9.3.4 Make repayments as agreed;
- 9.3.5 Use appropriate products, services and access levels, as negotiated with us;
- 9.3.6 If any further financial difficulty is experienced, immediately notify us so that the arrangement can be reviewed.

10 How are financial arrangements to be managed?

Where we enter into a financial arrangement with the customer as a result of his/her application for assistance under the policy then:

10.1 We will inform the customer in writing within 7 working days after receipt of final information.

10.1.1 Of the terms of the arrangement

10.1.2 Of his/her rights and obligations under the arrangement;

10.1.3 At the time of entering into the arrangement, that they must contact us if their circumstances change

9.1 We may review the arrangement if the customer advises us that their circumstances have changed

9.2 We may reject application to Financial Hardship Program if customer fails to meet the assistance criteria.

9.3 We may cancel the arrangement if false or incomplete information was provided to us.

- 9.4 We will not undertake credit management action during discussions concerning an arrangement or during an arrangement unless;
- 9.4.1 The customer breaches the terms of the arrangement;
 - 9.4.2 Credit management action would be reasonable in the circumstances, or 9.4.3 The customer at that time agrees.
- 9.5 If the customer breaches the terms of the arrangement and does not contact us to discuss a new arrangement, we must take action to contact the customer or his/her authorized representative before taking credit management action.
- 9.6 A Community Financial counselor or consumer advocate may be able to help you with your financial situation. Contact your local community services department or financial counselor or consumer advocate such as Anglicare, Wesley Mission and the Australian Financial Counseling and Credit Reform Association.

10 Who is the contact point regarding this policy?

- 10.1 Our point of contact for this policy is:

The Credit Manager

PO Box 12101

A'Beckett Street PO

Melbourne

VIC, 3006

Tel: 13 36 39 8.30am to 5.30pm Monday to Friday

Fax: 1300 555 076

Email: GES-IPACNETAUCREDIT@team.telstra.com