



# FINANCIAL HARDSHIP POLICY

## Introduction

Uniti Group Limited (**Uniti**) aim to provide strong and consistent broadband Internet services to every member of the Australian population we can reach. Uniti realise that our customers are people, and that people have lives, and that sometimes people go through things in their lives that are hard to deal with, and sometimes that means people have difficulty paying their bills on time. Uniti is committed to enabling customers, who may face financial difficulties, to maintain their connection to broadband Internet services. Uniti's Financial Hardship Policy explains how Uniti may be able to assist You if You are experiencing Financial Hardship.

This Financial Hardship Policy describes:

- what You can do, if You are a customer of Uniti, and You find You are dealing with things that have a financial impact that effect Your ability to meet Your financial obligations to Uniti or if You believe that You may be affected by Financial Hardship and if You wish to seek assistance from Uniti;
- how Uniti will conduct an assessment of Your circumstances;
- what criteria Uniti will use to determine Your eligibility for assistance; and
- in the event that Uniti make a determination that You are suffering from Financial Hardship, what Uniti can do to assist You.

## Financial Hardship

Uniti adopts 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 Uniti for broadband Internet services, and You reasonably expect to be able to discharge those obligations if payment and/or service arrangements were changed.

Financial Hardship may be caused by a variety of circumstances, which may have long or short term impact on Your consequences, and that result in You being unable to meet Your financial obligations. These may include:

- Loss of employment or extended interruption of Your or another member of Your family's employment;
- 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;
- You suffer from the effect of external events including natural disasters, fire, flood, storm;
- You or someone for whom You are responsible is a victim of domestic or family violence;
- Family breakdown; or
- Abuse of the service by a third party leaving the customer unable to pay the account

Financial Hardship is a genuine inability, and not a mere unwillingness, to meet financial obligations. Financial Hardship is where things have gone wrong, and You need help. Financial Hardship is not merely where a person may have spent all of their money on things that may or may not have been needed, and ... whoops... there is nothing left to pay the bills.

## How to raise the issue of Financial Hardship

Uniti will ensure that, in the event that You may be affected by genuine Financial Hardship, You and/or Your financial counsellor (if you have one), will have easy access to Uniti's skilled Customer

Service team who will be empathetic, and who will endeavour to provide You with assistance which is appropriate to Your circumstances.

In the event that You believe that You are affected by genuine Financial Hardship You may raise the issue with Uniti and ask for assistance. Additionally, Uniti's Customer Service team, who have received training and are able to identify customers who may be dealing with Financial Hardship, may identify that you may be affected by Financial Hardship and may raise the issue with You and ask You if You require assistance.

## **Contact us**

If You are experiencing any difficulty with Your financial obligations to Uniti under Your Customer Service Agreement then please contact Uniti's Customer Service team us to discuss your situation.

Please contact us to talk about any difficulties with Your Financial obligations to Uniti or a situation of Financial Hardship by contacting:

Customer Service  
Uniti Group Limited  
Level 1 / 44 Currie Street,  
Adelaide SA 5000  
Phone: 1300 847 201  
Email: [support@unitiwireless.com](mailto:support@unitiwireless.com)

Please note that Uniti's Customer Service Team are available from 7.30am – 8pm Monday to Friday and 10am – 4pm Saturday, Sunday and Public Holidays – Uniti's HQ is in Adelaide, so those are Australian Central Standard Time – Adelaide time.

It is always better to get on to these things sooner rather than later, so ideally we would prefer to talk with You before You are experiencing a situation of Financial Hardship. But we are available to talk this through at any time you need to and are able to.

## **Contact Community Financial Counsellors or Consumer Advocates**

If You are experiencing any difficulties with Your financial obligations to Uniti under Your Customer Service Agreement, then You may also wish to discuss your situation with a community financial counselling service.

You can contact Financial Counselling Australia, who can help you find a Financial Counsellor near you, by visiting - [www.ndh.org.au/talk-to-a-financial-counsellor/find-a-financial-counsellor](http://www.ndh.org.au/talk-to-a-financial-counsellor/find-a-financial-counsellor)

You can also contact Financial Counselling Australia via the National Debt Helpline (available online at [www.ndh.org.au](http://www.ndh.org.au)) by telephone on 1800 007 007 (9.30am-4.30pm AEST Monday to Friday).

Financial Counselling Australia via the National Debt Helpline can help discuss matters such as what is a situation of Financial Hardship and what are your rights:

<http://www.ndh.org.au/Debt-solutions/What-is-financial-hardship-and-what-are-your-right>

There are also a wide range of community based agencies and non-government organisations which offer free financial counselling services in each state and territory in Australia. These organisations are not affiliated with Uniti, but they might be able to help you.

Australian Communication Media Authority (ACMA) provides guidance about options available for people experiencing financial hardship to stay connected and manage their spending on telecommunications services. Please see the guide regarding telco services during financial hardship at [ACMA's website](#).

## How Uniti staff will conduct an assessment of Your circumstances

After the issue that You may be experiencing Financial Hardship is raised with Uniti, either directly by You, or by a member of Uniti's Customer Service Team, Uniti will conduct assessment of Your circumstances and assess Your eligibility for assistance.

Uniti's assessment will be based on information provided by You and other information that may be available to Uniti. Uniti will inform You of information that we may require You to provide. Uniti will conduct the assessment of Your circumstances in a fair and timely manner.

## The assessment process

When assessing your eligibility for Financial Hardship, Uniti's Customer Service Team may ask You to provide certain information we will require to enable Uniti to make an assessment of Your circumstances. This information may include:

- Details of Your income
- Details of Your service
- Your contact details or other forms of identification
- Details of Your financial obligations

When assessing your eligibility for Financial Hardship, we may ask you to provide certain documents such as

- A statutory declaration or formal or official written communication from a person or support group that is familiar with Your circumstances
- Evidence that You consulted a recognised financial counsellor
- Evidence to confirm any statement made about Your financial position.

We may use the information you provide as well as other information available to us. Uniti 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.

Once You have provided to us all of the information we require, then Uniti will, within 7 days, conduct the assessment and let you know of the outcome of the assessment, whether or not You are eligible for assistance under Uniti's Financial Hardship Policy.

In conducting the assessment Uniti will be seeking to determine whether You are experiencing Financial Hardship, as that term is defined by the Telecommunications Industry, 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 Uniti for broadband Internet services, and You reasonably expect to be able to discharge those obligations if payment and/or service arrangements were changed.*

If Uniti determine that Your circumstances meet this definition, then You will be eligible for assistance. In that case Uniti 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

If You are facing financial difficulties and wish to discuss whether or not You will be eligible for assistance under Uniti's Financial Hardship Policy, You may be required to provide some sensitive or personal information, which may include:

- Employment information
- Income details (including any government assistance)
- Debt statements (Bills)

Uniti will always protect Your privacy. Staff in Uniti's Customer Service Team are trained and experienced in treating matters of financial hardship with understanding, sensitivity, and confidentiality. They will protect Your privacy.

All information that You provide to Uniti will be kept confidential and in accordance with the privacy provisions of the Privacy Act 1988 (Cth).

### **What Assistance is available to respond to Financial Hardship**

Assistance may include any of the following:

- 1. 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.
- 2. 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.
- 3. Low cost interim solutions** – This may involve transferring you to a contract which has reduced features and reduced monthly charges associated with it.

Some other options for suitable financial arrangements may include:

- 4. 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).
- 5. 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.
- 6. Waiving late payment fees** – Uniti may, in certain circumstances of Financial Hardship, agree to assist by waiving certain late payments fees.

### **Arrangements**

If Uniti determine that Your circumstances meet the Telecommunications Industry definition of Financial Hardship, and that You are eligible for assistance under Uniti's Financial Hardship Policy, and if Uniti and You agree to Uniti providing assistance in a manner which Uniti has proposed, then Uniti may make an arrangement with You to confirm the details about how Uniti will go about providing that assistance.

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.

If You agree to an arrangement for assistance under which includes either reduction or stopping the amount You use and spend, then Uniti 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. In that case Uniti will require, before any such arrangement is unlocked, that 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.

Please tell Uniti if Your circumstances change (for better or for worse) during our arrangement. Uniti may propose adjustments as necessary, and if You agree, those adjustments will form part of the arrangement.

Once we come to an agreement we will put this in writing via letter or email to you.

### Further Review

If You wish for further review of Uniti's proposed financial hardship offer, You may contact Uniti's Complaints team and request that a further review take place.

You can contact Uniti, to ask that a further review take place by either: email, on-line, by telephone, by posting us a letter or by attending the Uniti office in person.

Uniti's contact details are:

By email:

Email: [complaints@unitiwireless.com](mailto:complaints@unitiwireless.com)

Online:

Online: <https://www.unitiwireless.com/complaints>

By telephone:

Phone: 1300 847 201

By mail:

Customer Service  
Complaints Officer  
Uniti Group Limited  
Level 1 / 44 Currie Street,  
Adelaide SA 5000

Contact point:

Customer Service  
Complaints Officer

Further information regarding Uniti's Complaint Handling Process can be found at:

[www.unitiwireless.com.au/legal](http://www.unitiwireless.com.au/legal)

### No fee

Uniti will not charge You for assessing your Financial Hardship circumstances or for administering any arrangement.

VERSION CONTROL:	
MAIN HEADING:	Customer Service Agreement – Customer Service – Accounts
SUBJECT:	Financial Hardship
POLICY:	Financial Hardship Policy

DATED:	August 2020	VERSION 5
--------	-------------	-----------