

HARDSHIP POLICY

1. Introduction

GloBird Energy Pty Ltd (**GloBird Energy**) understands that electricity and gas are essential services and that some of our residential customers may on occasion fall into financial hardship. When this occurs, we prefer to work with those customers on an individual basis to see how we can assist them to find ways to repay and manage their electricity and gas bills. Disconnection can have a significant impact on our customers and their families and is seen by GloBird Energy as a last resort that should be avoided where possible. This approach underpins this hardship policy, which is designed to identify customers experiencing payment difficulties due to hardship and to help them better manage their energy bills on an on-going basis and to access equitable and transparent hardship programs which are consistently applied, such as flexible payment plans, which are designed to meet their individual needs and to ensure disconnection is avoided.

A successful outcome from a hardship program is only possible when both the customer and retailer work together in good faith. It is a team effort where both parties work toward a fair and reasonable outcome. Where our customers are experiencing hardship we ask that they, or their accredited financial counsellor, contact us as soon as they identify the problem so we can stop any debt recovery action, waive any late payment fees that might be applied to their account, and determine the most appropriate hardship program for them.

Our contact details are:

GloBird Energy

Telephone: 1300 GloBird (1300 456 247) or 1300 516 888 (中文)

Email: customerservice@globirdenergy.com.au

Address: 2A Monomeeth Drive, Mitcham Vic 3132

All of our staff are made aware of this hardship policy as part of standard induction training and can put you in contact with a trained member of our debt management team. Our debt management team members are regularly trained on all aspects of this hardship policy.

2. Definition of hardship

Consistent with the law, including the *National Energy Retail Law*, we define hardship as being when a residential customer with the intention of paying their electricity or gas bills when due does not have the financial capacity to do so. There can be many causes of financial hardship, for example, loss of employment, injury, disability, unexpected one-off expenses or an unusual and unforeseen change in a person's circumstances.

3. Identification

We encourage residential customers who have fallen into financial hardship, or think they might be at risk of hardship, to self-identify by calling our general enquiries line and asking to speak to a member of our debt management team. Alternatively, a residential customer experiencing hardship can have his or her accredited financial counsellor notify us of the hardship situation. Our team are friendly, courteous, empathetic, respectful, fair and professional and will work with you to assess how best we can help.

We also monitor accounts and look for early indicators that can help us identify a customer who may be experiencing financial hardship. Some of the things that indicate to us that there might be hardship are:

- If the account has a history of late or missed payments
- If there is a sudden change in payment patterns

- If the customer requests an extension on their due payments
- If there is an unresolved debt on the account

As soon as possible after you are identified as a hardship customer, or it appears to us that the non-payment of your energy bill is due to financial difficulties due to hardship, we will inform you of our hardship policy and your options under it.

4. Eligibility

To be eligible under this hardship policy to enter a hardship program you must meet the following criteria, which we use to ensure all hardship customers are treated equitably and consistently:

- Be an active residential customer with an account that is in arrears
- Be experiencing either temporary or long-term hardship, as defined above and identified in accordance with this hardship policy
- Be willing to pay your outstanding bills
- Agree to an appropriate hardship program, such as a payment plan
- Keep in contact with the debt management team on a regular basis in relation to your participation in the hardship program

The debt management team will assess each of your circumstances on a case by case basis, to determine whether hardship exists and if you are eligible for a hardship program under this hardship policy.

Where you are found to be experiencing hardship and eligible under this hardship policy, a member of the debt management team will contact you by phone to discuss a suitable hardship program. They will explain the range of program options available to you, and will waive any late payment fee applied on your account.

We will not:

- Charge late payment fees while you are identified as a hardship customer
- Require a security deposit to be provided while you are identified as a hardship customer or you inform us that another retailer has identified you as a hardship customer
- Disconnect your service or undertake debt recovery action while you are participating in a hardship program.

As soon as hardship is confirmed and you have accepted a hardship program, a letter confirming your acceptance into the hardship program will be sent to you. The letter will explain all aspects of the program, contain a copy of this hardship policy and set out the details of your current arrears, estimated monthly usage, current payment plan and estimated length of the hardship program.

An account manager will be assigned to your account. Your account manager will be responsible for ensuring that your account is managed in accordance with your hardship program, this hardship policy and your rights under your electricity or gas retail agreement. You can ask your account manager for information about these rights. Your account manager will also review your hardship program on a regular basis, to ensure it is still suitable for you and your circumstances.

We ask that you keep in contact with your account manager and keep us informed of your situation and inform us of any relevant changes to your circumstances so we can best manage the process, and review your hardship program if you or we think it might need to change.

If you do not meet the eligibility criteria listed above, we may deny you entry to a hardship program in which case we will notify you over the phone or in writing of the reasons for our decision. If this happens, you can request an internal review of the decision. The review will be made by the head of the debt management team and you will receive an answer within 10 business days.

We may also deny you access to a hardship program if we determine that you have not shown a genuine willingness to pay. When making this judgment we take into consideration the history of your account (e.g., whether you have made an up-front part payment of a bill in order to reduce your outstanding payment obligations), whether you have sought financial counselling or other assistance, whether you have contacted us to let us know as soon as possible when you will not be able to pay, any previous payment plans on your account, and if a prior payment plan offer was rejected by you. If we initially deny you access for this reason, we will give you an opportunity to demonstrate your willingness to pay, and if you can demonstrate this then we may reverse our decision.

5. Payment plans

A hardship program may take the form of a flexible payment plan, which is a payment plan for you to pay to us any amounts payable for the sale and supply of energy by periodic instalments in advance or in arrears.

Your account manager will discuss with you the expected usage on your account in the following 12-month period, the amount outstanding, and your particular circumstances relating to your income, financial commitments and future electricity or gas needs and any concessions, rebates or Government support available to you. Using this information we will suggest an appropriate payment plan, if we think this is the best type of hardship program for you. The tariff and length of the payment plan will depend on the nature of the hardship, the level of debt and your capacity to pay.

When considering your capacity to pay we will review:

- Your income
- Any support you are receiving
- Any support you are entitled to
- Your day to day expenses and financial commitments
- Any dependents, including children and family members
- Any likely changes to your income or your expenditure in the foreseeable future
- Any report from an accredited financial counsellor regarding your capacity to pay

If you are entitled to receive payments from Centrelink and would like to enter into a Centrepay arrangement, we will make this facility available to you (and our electricity and gas agreements provide this as an option). Centrepay is a voluntary bill paying service, which is easy to use. With Centrepay, your bills are paid in manageable amounts from your Centrelink payment. This can smooth the pay cycle and make it easier for you to budget. To be eligible, you must be receiving Centrelink a payment.

Once a payment plan has been agreed to, we will send you a letter confirming details of the plan including the tariff, the period of the plan, the number of instalments, the date when the first payment is due, a schedule of payments, the amounts of each payment, when any amounts in arrears will be paid off under the plan, the basis on which any instalments for payments in advance are calculated and confirmation of your right to cancel or amend the arrangement upon request.

You can contact us if you wish to discuss increasing or decreasing your scheduled payments at any stage. The team will ensure that your payments are matched to your particular circumstances and to the level of arrears on the account. The team may also vary payment plans to accommodate the relevant circumstances.

6. Other types of hardship programs:

Energy Audits

The best way of managing your electricity or gas bill is by making sure your energy use is as efficient as possible.

Energy efficiency measures, which reduce your energy consumption will also reduce your electricity or gas bills.

We can offer general advice about energy efficiency, and can undertake telephone energy audits for hardship customers to assist in identifying ways to reduce energy usage.

If appropriate (normally where a customer has been experiencing hardship for a relatively long time and has accumulated a relatively high level of debt), we may also send a representative to your premises to conduct an energy efficiency field audit to identify further opportunities to reduce energy use. We will share equally the cost of any field audit with you, and let you know how long it is likely to take for the cost savings from the audit to cover your share of its cost. We will also give you an indicative estimate of the ongoing savings that may be achieved by the energy efficiency measures identified in the audit.

You can ask your account manager for more information about energy audits, the savings they can achieve and how these savings can offset audit costs.

Energy efficient appliances

You may be able to improve your energy efficiency and reduce your electricity or gas use by replacing any old, inefficient appliances you use with new, more efficient appliances.

Where appropriate, as part of your hardship program we will provide you with information about energy efficient appliances that might help you manage and reduce your energy consumption, and where you can purchase these appliances. We may also offer to assist you to obtain finance or access concessions or other support, such as Government grants, that may be available to help you purchase such appliances, if we think that this is the best way for you to manage your bills.

You can ask your account manager for more information about this.

7. Other sources of assistance

As part of our assessment of the options available to you if you are experiencing hardship, we will consider whether any assistance may be available to you from other sources, e.g., Government funding or concessions, counselling, or other support or assistance. If we determine that your circumstances would be best managed through assistance from another source rather than through a hardship program, we will notify you of that and, wherever possible, we will help you to access that assistance.

We may also discuss with you whether your electricity or gas agreement with us is appropriate in light of your financial hardship. We may review the agreement and negotiate an amendment or suggest another agreement that will help you better manage your energy bills on an on-going basis. Any such agreement will make Centrepay available as a payment option. We will not charge for the review, for any transfer to an alternative agreement or any early termination charge or other penalty for the early termination of your previous agreement with us.

8. Removal from the hardship program

We reserve the right to cancel your hardship program if you fail to make regular payments without contacting us first, or otherwise breach any of the conditions of the hardship program. You must remain in contact with us and notify us of any relevant change in your circumstances. If you fail to meet the terms of your hardship program, we will attempt to contact you by phone and letter, and if you do not respond to two phone calls and two letters requesting contact within 10 business days, you will be removed from the hardship program and your account will revert back to the normal billing cycle. A letter confirming this will be sent to you explaining the reason for your removal from your hardship program.

You can terminate participation in a hardship program at any time by contacting us or by paying off the outstanding amount owed on your account. Otherwise, you will automatically exit the hardship program once the program is complete. You can enter another hardship program at any time after that, provided you are eligible to do so under this hardship policy.

9. Complaints

If you have any concerns or wish to raise a complaint about access to or participation in a hardship program, you should first contact us. We will provide a written response to your complaint within a reasonable time, generally within 10 business days from hearing from you.

If you are not satisfied with our attempt to resolve your issue you can register an official complaint. We will respond to your concerns in a timely manner and in accordance with our Complaint Handling Procedure, a full copy of which is available for download on our website: www.globirdenergy.com.au. You can contact us using the information given above if you would like to request a free copy of our Complaint Handling Procedure.

We hope that any issue you raise will be fixed by our customer service staff, or by escalating the issue to a senior manager. However, if we fail to provide you with a satisfactory outcome, you can refer the complaint to the relevant Energy Ombudsman. Please contact us and we will provide you with the contact details of the relevant Energy Ombudsman.

10. Privacy and customer information

In the same way as for other information given to us by you, we will manage and protect all information we receive in relation to actual or potential hardship, or your hardship program, in accordance with privacy laws and our Privacy and Credit Reporting Policy. Our Privacy and Credit Reporting Policy is available for download on our website: www.globirdenergy.com.au. You can contact us using the information given above if you have any questions in relation to privacy, or would like to request a free copy of our Privacy and Credit Reporting Policy.

If your first language is not English, interpreter services can be arranged if necessary.

11. Review of this hardship policy

This hardship policy will be reviewed on a regular basis to assess its performance, including against any hardship indicators published by the Australian Energy Regulator from time to time, and to ensure it complies with the relevant laws and statutes. A copy of the policy is available for download on our website: www.globirdenergy.com.au, and we are happy to provide copies free of charge to any customer, or to any accredited financial counsellor of a customer, on request.

12. Relationship with electricity and gas retail agreements

If any term of a residential customer's electricity or gas retail agreement is inconsistent with this hardship policy, then under section 48 of the *National Energy Retail Law*, that term of the agreement is void.