Hardship Policy Victoria

SUPA ENERGY PTY LTD

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Table of Contents

1. Objective 3
2. Policy application 3
3. How to access support 4
4. Standard assistance 4
5. Tailored assistance 4
6. Payment plans 6
7. Centrepay 7
8. Automatic Best Offer 8
9. What else will we do 8
10. When does this assistance end? 9
11. Complaints 10
12. Privacy 10
13. Contact us 11
14. Version Control [removed from customer facing version] ..... **Error! Bookmark not defined.**

1. Objective

1.1. **Our objective**: The objective of this policy is to provide SUPA Energy Pty Ltd's (SUPA Energy) residential customers in Victoria, who are in financial hardship or facing payment difficulties, with information on the options that are available to them. Those options are legal rights that every Victorian residential customer is entitled to. Therefore, this policy outlines the assistance that residential customers who are expecting or experiencing payment issues are entitled to.

1.2. **Electricity and gas are essential services**: Both electricity and gas are essential services, and this policy is one of the ways in which we acknowledge the important role we provide as an energy retailer. We are committed to working with customers to manage their accounts and their energy usage.

1.3. **Disconnection is a last resort**: The disconnection of a customer's energy services has a serious impact on that customer and their family. We will not disconnect a residential customer on the basis of their inability to pay for energy supply. Given the essential nature of electricity and gas supply, the disconnection of these services is a last resort. We will not arrange disconnection of any customer whose total arrears are below $1,000 (including GST).

2. Policy application

2.1. **Applicability**: This policy is applicable to all our Victorian residential customers. This policy comes into effect immediately after approval by the Essential Services Commission. It is a condition of our retail licence, issued by the Essential Services Commission that we implement this policy. Where this policy and the Energy Retail Code of Practice (**ERCoP**) or Electricity Industry Act 2000 (**EI Act**) are inconsistent, the ERCoP and EI Act prevail to the extent of the inconsistency.

2.2. **Implementing this policy**: We promise to implement this policy in a fair and consistent manner. To ensure this, we will provide our staff with training on this policy and the procedures related to it. This training will enable our staff to respond effectively to customers who are having trouble making payments. Our staff at the initial contact point will also be trained to correctly identify customers who are experiencing financial hardship or having difficulty with payments.

2.3. **Publication and access**: We will promote this policy on our website and in our discussions with customers. We can send you a copy of this policy if you would like us to. We will make sure this policy is easy to find on our website so that you can print it or read it online. We will also publish the following on our website and send to you on request:

a) Details on the help you can get from us and how to get it.

b) Tips for reducing your energy costs.

c) Details on the help you might get from the government or other organisations, like Utility Relief Grants.

3. How to access support

3.1. **Contact us:** If you would like support under this policy, including if you have a bill that is overdue, reach out to us, we will provide you with information about the assistance you are entitled to under this policy and guide you on how to get it.

3.2. **We will contact you**: If you have an unpaid bill that's overdue, resulting in a debt of more than $55 (including GST), we'll get in touch with you through your preferred method of communication within 21 business days after the payment due date. We'll tell you about the help you can get under this policy and guide you on how to get it.

3.3. **Time to consider your options:** After we give you the details about your options and the information we give you, you'll have at least six business days to think it over, ask for more information, and come up with a payment plan. If you need more time, just let us know.

4. Standard assistance

4.1. **For all of our residential customers**: All of our residential customers are entitled to our 'standard forms of assistance' to help you avoid getting into arrears. Our standard forms of assistance are:

a) **Payment Plan**: You can set up regular payments of an equal amount over a specified period.

b) **Flexible Payment Frequency**: You have the flexibility to make payments at various intervals such as weekly, every two weeks, or monthly.

c) **Extended Due Date:** Once a year, you can request to extend the due date for your bill for at least one billing cycle.

d) **Payment in advance**: paying for energy in advance.

5. Tailored assistance

5.1. **If you have an overdue amount** If you are a residential customer and have an overdue amount with us, you are entitled to 'tailored assistance.' The objective of 'tailored assistance' is to give residential customers who are in arrears an entitlement to minimum standards of flexible and practicable assistance that makes it easier for you to pay for on-going energy use, repay arrears and lower your energy costs. There are two groups of tailored assistance, the first is where you are able to continue to pay for your energy usage and the second is where you are not.

5.2. You are entitled to the following tailored assistance while you are continuing to pay for your ongoing energy use:

a) **Payment plans**: customised plans that will allow you to repay the overdue amount over an extended period of up to two years at regular intervals of up to one month.

b) **Automatic best offer**: we will switch you to any energy plan we have that could save you money based on your past usage, unless you tell us not to (see section 8).

c) **Payment option advice**: advice from us about the payment options available to you to pay the overdue amount over an extended period of up to two years

d) **Future usage advice**: specific advice from us about the likely cost of your future energy usage and how this cost can be lowered;

e) **Specific Relief advice**: specific advice from us about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help you meet your energy costs.

5.3. You are entitled to the following tailored assistance if you cannot pay the full cost of your ongoing energy use:

a) **Automatic best offer**: we will switch you to any energy plan we have that could save you money based on your past usage, unless you tell us not to (see section 8).

b) **Future usage advice:** specific advice from us about the likely cost of your future energy usage and how this cost can be lowered;

c) **Specific Relief advice**: specific advice from us about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help you meet your energy costs.

d) **Utility Relief Grant:** Practical help with Utility Relief Grant applications:

   a. We can fill out the online application form for you over the phone and submit it, unless you'd like to do it yourself.
   b. If we can't complete the form over the phone, we'll fill out as much as we can and send it to you with easy-to-follow instructions for finishing and submitting it.

d) Practical Assistance to lower your energy costs:

   a. We'll recommend the best rate plan for you based on how you use energy and your payment history.
   b. We'll give you tips and practical assistance on how to use less energy, based on how you use energy and your circumstances, provided that there is scope for that action to be taken.
   c. We'll keep you updated on how well you're doing at cutting your energy costs on an ongoing basis so you can access your progress.

d. If you are having difficulty implementing the practical assistance recommended, we will contact you and work with you to identify a workable implementation timeframe so that you can lower your energy costs.

e) **A 6-Month Break**:

a. We'll pause any repayments on any overdue amounts for at least six months.

b. During this time, you'll pay less than your full energy bill while you work on reducing your costs.

At the end of the 6 months: Should you find that extending the six-month period would be beneficial in further reducing your energy expenses then we will certainly take this into consideration. After the six months, you are entitled to exercise any of the other tailored assistance options explained above.

If you miss a payment: If you miss a payment for your current energy use, we'll reach out to you using your preferred method of communication. We can talk about changing the payment amount, adjusting the payment schedule, or both, to give you more time to reduce your energy costs. If you have unpaid energy bills, we may add these to your overdue amounts.

Energy savings advice: If you're not following the energy-saving advice we've given you, we'll get in touch. Together, we'll set up a timeline for you to start using these tips, keeping in mind the goal of lowering your energy costs.

5.4. **Extra Help:** We'll offer any other support that aligns with the goal of making energy more affordable for you and with supporting you. If you would like us to consider an option, we will make it available to you if it assists you in managing your energy costs and any amounts overdue. We are committed to supporting you in managing your energy payments and reducing your financial burden.

6. Payment plans

6.1. **When we must accept a payment plan proposal**: Unless your account is paused under the '6-Month Break', you have the right to put forward, and we must accept, a payment plan proposal that:

a) Has equal payments at regular intervals of up to one month.

b) Pays off all overdue amounts within two years from the first payment.

c) Takes into account both your current energy use and overdue amounts in the payments.

d) Is based on reasonable forecast of how much energy you'll use in the next year.

6.2. **When we may accept a payment plan proposal**: We may also accept a payment plan proposal that:

a) Has different payment amounts at different intervals.

b) would result in the overdue amount being fully paid by a date later than two years after the first payments.

c) has separate payments for current energy use and overdue amounts.

6.3. **Once we agree to a payment plan**: Once we agree on a payment plan, we'll give you a written schedule showing:

a) How many payments you'll make to pay off any overdue amount.

b) The period over which the payments are to be made.

c) When each payment is due.

d) How much each payment will be.

6.4. **If you miss a payment:** If you miss a payment under a payment plan, we'll get in touch with you using your preferred method of communication to talk about updating your payment plan.

6.5. While you are maintaining an agreed assistance program with us, you can be assured that all standard collection action will be suspended, and disconnection will not occur. Any 'pay on time' discounts will also not be recovered for any bills while you are continuing to receive assistance from us under this policy.

6.6. Supply capacity control products will not be offered to any residential customer for any credit management purpose.

7. Centrepay

7.1. You may request that we accept payment using Centrepay as a payment option.

7.2. If you are on a standard retail contract, we must accept Centrepay as a payment option.

7.3. If you are on a market retail contract, and if Centrepay is available as a payment option, we must allow you to use Centrepay as a payment option.

7.4. If you are on a market retail contract and Centrepay is not available as a payment option, we must review the market retail contract.

7.5. If as a result of the review an alternative contract that allows Centrepay as a payment option is considered to be more appropriate, we must transfer you to that contract where you give us your explicit informed consent to do so.

7.6. If as a result of the review, there is no appropriate alternative contract that allows Centrepay as a payment option, we must make Centrepay available as a payment option

under your existing contract.

7.7. We won't charge you for the review, for switching contracts, or for ending your old contract early.

8. Automatic best offer

8.1. You are entitled to this assistance if you are receiving tailored assistance (see section 5), or if you have been in arrears for three months or more and owe $1,000 or more. We will review all residential customer accounts against these criteria at least once every six months.

8.2. Our review will check, based on your past usage, whether you could save money on another energy plan. If there is a better plan that could save you money, we will switch you to it automatically unless you tell us not to.

8.3. If we identify a better plan for you, we will send you a notice explaining the new plan, any current plan benefits you would lose by switching, why we want to switch your plan, when the new plan would start, how it might end and whether it might be extended.

8.4. The notice will also contain clear information about your right to choose not to switch, how to go about letting us know and the date to let us know by (you will have 10 business days).

8.5. If we do not hear from you, we will switch you automatically. No fees or early termination charges apply, and government concessions and rebates will transfer to the new plan.

8.6. This automatic best offer check and switch process does not apply if your current plan is linked to a physical asset such as solar panels or a home battery that you are paying off or leasing, or to a virtual power plant arrangement.

9. What else will we do

9.1. In addition to the other measures outlined in this policy:

a. Energy audits: We may arrange a free home energy audit to help you identify opportunities to improve energy efficiency and lower costs.

b. Referrals: We will provide customer referrals to services that may be able to assist you including to financial counselling services.

c. Purchase and Replacement: We will provide you with flexible options for the purchase or replacement of household appliances that may assist with lowering your energy usage. This will include us working with you to look into any entitlement you have for reduced cost new or replacement appliances.

9.2. If you are receiving or entitled to assistance under our Family Violence Policy, we will take into account your unique needs and circumstances. We will ask your preferred and safe way to contact you and use only that method. We will only ask for documentary

evidence of family violence where it relates to debt management and recovery, or to restrictions on disconnection, and we will never use evidence requirements as a barrier to assistance. You will not need to repeat your circumstances to other staff, and we can also give you information about external family violence support services, including 1800RESPECT (1800 737 732) and Safe Steps (1800 015 188).

9.3. We will act fairly and reasonably taking into account all of the circumstances of which we are aware.

9.4. We will at all times where it is relevant give you clear and unambiguous information about the assistance you are entitled to.

9.5. We will provide assistance to you in a timely manner or use our best endeavours to do so.

9.6. We will give you clear information about how to access other assistance provided by government or community service provider to which you are or may be eligible to receive.

9.7. We will work cooperatively with any government or non-government service, including the Energy and Water Ombudsman, to provide you with assistance that is complementary and is coordinated with what you are receiving from that government or non-government service.

9.8. We will comply with any guideline that is published by the Essential Services Commission that relates to payment difficulty.

9.9. We will not ask you to provide any personal or financial information as a condition to the provision of the above assistance, nor will we require you to waive any entitlement you have under this part as a condition of receiving assistance.

9.10. You can make fee-free bill and account payments over the phone or online with a credit or debit card, or via BPAY® or internet banking (electronic funds transfer). Our bills contain details on how to make payments in any of these ways.

9.11. If you contact us to request standard assistance (see section 4) or tailored assistance (see section 5), we will ask you about any concession eligibility that you have and take all reasonable steps to ensure that you receive any concession that you are entitled to.

9.12. We will not sell or otherwise dispose of your debt while you are receiving assistance under this policy. We will not sell your debt within 10 business days after disconnection. If we sell a debt to a third party, we will comply with the ACCC/ASIC Debt Collection Guideline.

10. When does this assistance end?

10.1. We are here to support you every step of the way, as described in this policy. However, we may stop providing assistance if:

a) you choose not to take reasonable steps to pay for your ongoing energy usage or repay any outstanding arrears on your account after we have contacted you to discuss putting forward a revised payment plan.

b) you choose not to take reasonable steps to make payments towards the cost of your ongoing energy usage after we have contacted you to discuss varying the amounts payable, how often payments are made, or both of those things to give you more time to lower your energy costs.

c) you are no longer experiencing difficulties with your payments.

10.2. We will not stop providing assistance under this policy unless we have tried to work with you to continue to assist you. If we cannot contact you, we will try a number of times, including at different times during the day.

10.3. We are only able to stop providing you with assistance if we have complied with our obligations as explained in this policy.

10.4. Please be assured that our primary goal is to assist you during challenging times. If any changes need to be made, we will communicate with you using your preferred method of communication and work together to find the best way forward.

11. Complaints

11.1. If you have any concerns or complaints regarding this policy, we are here to listen and assist you.

11.2. Our dedicated team will address your concerns promptly and, if needed, escalate the matter to a senior manager.

11.3. If you feel that your complaint has not been adequately resolved or if you have a complaint about the way in which we dealt with your complaint, you have the option to seek independent dispute resolution through the Energy and Water Ombudsman of Victoria. You can contact them at 1800 500 509 or visit their website at www.ewov.com.au. Their service is free.

12. Privacy

12.1. Our organisation takes privacy-related matters seriously. We handle your personal and credit information with the utmost care, following strict guidelines as outlined in the Privacy Act 1988 (Cth). When it comes to payment assistance under this Policy, we won't disclose your personal information unless you tell us you want us to.

12.2. You can check our privacy policy at supaenergy.au/privacy-policy to find out how we handle and manage your personal information. We can also send you a copy by mail or

email.

13. Contact us

13.1. If you are facing financial difficulties or having trouble paying your billings, we suggest that you contact us sooner than later. This would assist us in identifying the appropriate support that should be afforded to you.

13.2. If you would like a copy of this hardship policy you can download it from supaenergy.au/help-support/ or contact us on 1300 761 390.

13.3. If you need an interpreter, please call 131 450

13.4. If you are hearing impaired, you can contact us via 133 677

13.5. Whenever we write to you about this policy, we'll make sure to:

a) Use simple, easy-to-understand language.

b) Make it easy to read.

c) Present the information in a clear and suitable way.

13.6. We'll mail you any written information related to this policy, unless you've clearly told us you're okay with receiving it in a different way. We won't charge you for any written communication given or sent to you.