

Our Definition of Financial Hardship

We use a recognized definition of financial hardship. The ACIF Credit Management Code defines financial hardship as:

“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.”

Customer hardship can arise from a variety of situations. Hardship can be either of limited duration or long term. To illustrate, several of the common causes are listed below.

Hardship can result from a number of factors including:

- Loss of employment by the consumer or family member.
- Family breakdown.
- Illness including physical incapacity, hospitalisation, or mental illness of the consumer or family member.
- A death in the family.
- Heavy use of the service by a customer (eg. from use of 190X numbers, GPRS or data roaming).
- Use of the service by a third party leaving the customer unable to pay the account.
- Natural Disaster.

Identifying a Customer Experiencing Financial Hardship

We consider financial hardship a state that involves an ongoing real inability of the customer to pay bills, rather than an unwillingness to do so.

In order for us to apply this policy you must satisfy Us that you are experiencing financial hardship in the meaning of the above definition. The decision of whether you are experiencing financial hardship for the purpose of this policy will be made by VoIPcloud, in our sole discretion.

We encourage you to provide us with third party evidence, such as a report from a financial counselor, or a bank, or Centrelink, to confirm the details of your financial hardship.

You may ask us to deal with a Financial Counsellor on Your behalf. In order for Us to speak to a Financial Counsellor, the customer must be present, or we must have received prior authority from the customer to speak with the Counsellor on their behalf. Please contact us for further information.

Customers who have chosen to transfer all of their services to another provider but still have an outstanding balance with Us are ineligible for participation in Our Financial Hardship Program.

Reaching a Financial Arrangement

Once we agree you are experiencing Financial Hardship, We may at our discretion agree to a temporary financial arrangement which is different to the terms which ordinarily apply to you.

The basic principle of any agreed financial arrangement for Financial Hardship is that the repayment made by you should be sufficient to cover expected future use of the service (as adjusted to ensure the customer's financial position does not worsen over a reasonable period of time) as well as providing continued reduction of debt at a reasonable level (i.e. the customer should not be going into further debt under the arrangement).