

# Nectr's Victorian Hardship Policy

April 2022



## 1. Introduction to the Hardship Policy

### 1.1 Purpose

- 1.1 To help our customers pay their energy bills in full and on-time, Hanwha Energy Retail Australia Pty Ltd trading as Nectr (Nectr or we) seeks to support our customers through our Hardship Support Program (HSP).
- 1.2 The supply of electricity is an essential service, and any period of disconnection will have a real impact on customers. Our first priority is to work with customers in debt to enter into a payment plan and to manage their energy usage. Disconnection for non-payment of energy bills is a last resort.
- 1.3 The Hardship Policy (Policy) gives our customers information regarding their rights and the steps we will take to support them.
- 1.4 The Policy sets out the support that Nectr will provide towards its customers in Victoria. For information about what support may be available in other states, please refer to the Nectr Hardship Policy.
- 1.5 Nectr will review the Policy and the HSP occasionally, taking on board any customer feedback and new or changed regulatory obligations. Our goal is to continually improve and better support customers participating in the HSP.
- 1.6 This Policy, including any variations to this policy, come into effect as soon as practicable, but no later than seven days, after approval by the Essential Services Commission (ESC)

## 2. Customer's Rights and Obligations under the HSP

### 2.1 Customer's Rights in the HSP

- 2.1.1 Under this Policy and the HSP, our customers have the right:
  - a. to be treated with respect, courtesy and without judgment;
  - b. to have this Policy applied to them consistently and transparently;
  - c. to receive information about this Policy, our HSP the support we have available and any government assistance; and
  - d. to be protected from disconnection for non-payment of their energy bills under this Policy and the Energy Retail Code of Practice (ERCOP).
- 2.1.2 With the support described in the Policy, we aim to help customers of Nectr through:
  - a. programs and strategies to help customers better manage their energy usage and debt;
  - b. the HSP Team working with our customers' financial counsellors or other advisors to understand their needs and circumstances (with customer consent);
  - c. the right to access a fair and reasonable payment arrangement, and changes to these arrangements when their circumstances change;
  - d. the additional measures set out below.

### 2.2 Customer Obligations under the HSP

- 2.2.1 While customers are participating in our HSP, a customer needs to:
  - a. contact Nectr when they cannot make any agreed payments;

- b. make any scheduled repayments in full and on time unless an alternative arrangement has been agreed between the customer and Nectr; and
- c. remain in contact with and notify Nectr of any change in their financial circumstances.

2.2.2 We encourage all customers on our HSP to speak to an accredited financial counsellor. Financial counsellors will help customers at no cost. We will work with customers on our HSP to contact local accredited financial counsellors.

## 3. Standard Assistance

### 3.1 The Difference between Standard Assistance and Tailored Assistance

- 3.1.1 Nectr will provide customers in Victoria with a range of assistance. The customer is entitled to this 'Standard Assistance' whether or not they are in financial hardship.
- 3.1.2 Nectr may also offer Standard Assistance or Tailored Assistance to non-residential customers, at its own discretion.
- 3.1.3 As part of Standard Assistance, Nectr will provide customers with the option of:
  - a. Paying an equal amount over a specified period;
  - b. extending by a specified period the pay-by date for a bill for at least one billing cycle in any 12-month period;
  - c. paying for energy use in advance.
- 3.1.4 Where necessary, Nectr may arrange an energy audit for your home (partly or wholly at their expense) and/or provide flexible options for the replacement of electrical appliances in the home.

## 4. Tailored Assistance

### 4.1 Eligibility for Tailored Assistance

- 4.1.1 A residential customer who has not paid a bill by its pay-by date and who contacts Nectr will be given information about the tailored assistance which they are entitled to and how to access it.
- 4.1.2 A residential customer who has not paid a bill by its pay-by date and with arrears of more than \$55 (inclusive of GST) will be contacted by Nectr, within 21 business days after that pay-by-date and given information about the tailored assistance which they are entitled to and how to access it.
- 4.1.3 A residential customer given the information described above will have 6 business days to consider the information given, to request further information, and to put forward a payment proposal.

### 4.2 Tailored Assistance Exclusively for Customers Continuing to Meet Ongoing Cost of Usage

- 4.2.1 Residential customers with accumulated arrears that continue to pay the full ongoing cost of their energy use will be provided with the following assistance:
  - a. the ability to repay arrears over not more than 2 years using regular payment intervals of up to one month; and
  - b. advice from Nectr about payment options that enable a customer to repay their arrears over up to 2 years.
  - c. specific advice about the likely cost of a residential customer's future energy use and how this cost may be lowered;
  - d. specific advice about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help a residential customer meet their energy costs;

### 4.3 Tailored Assistance for all Customers Eligible for the HSP

4.3.1 Nectr will also provide the following tailored assistance options to all customers eligible for tailored assistance:

- a. specific advice about the likely cost of a residential customer's future energy use and how the cost may be lowered.
- b. specific advice about any government and non-government assistance available to the customer including Utility Relief Grants and other energy concessions.
- c. If applicable, Nectr will honour any pay-on-time discounts that the customer would have been entitled to where required under section 135 of the Energy Retail Code of Practice (ERCOP)

### 4.4 Tailored Assistance Exclusively for Customers who are not Continuing Meet Ongoing Cost of Usage

4.4.1 Nectr will also provide some forms of assistance only to customers who are not continuing to pay their bill in full.

4.4.2 Nectr will provide practical assistance to these residential customers to help lower residential customer energy costs. The assistance that will be provided to residential customers includes:

- a. the tariff most likely to minimise the residential customer's energy costs, based on knowledge of the customer's pattern of energy use and payment history;
- b. practical assistance to help the residential customer reduce their use of energy, based on the pattern of energy use and on where the residential customer lives; and
- c. information about how the residential customer is progressing towards lowering their energy costs provided regularly so that the customer can adequately assess that progress.

- d. specific advice about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help a residential customer meet their energy costs;
- e. practical assistance to help a customer that may be eligible for a Utility Relief Grant, including by:
  - completing the online application form over the phone and lodging the form online on behalf of the residential customer, unless the residential customer requests otherwise; or
  - if the retailer is unable to complete and lodge a Utility Relief Grant application form over the phone, the retailer completing the application form to the extent possible and sending to the residential customer with instructions on how to complete the remainder of the form and lodge that form;

4.4.3 Nectr will provide an initial period of 6 months to residential customers where those customers will receive certain protections. These protections for residential customers mean:

- a. repayment of the residential customer's arrears is put on hold; and
- b. the customer will pay less than the full cost of on-going energy use while working to lower that cost;

4.4.4 Nectr may extend the assistance available in the initial period referred to above for a further of time if this would assist the residential customer to lower the cost of their energy use.

### 4.5 Payment Proposals

4.5.1 If the repayment of arrears is not on hold, Nectr must accept a payment proposal or revised proposal put forward by a residential customer that complies with these requirements:

- a. provides for the making of payments of equal amounts at regular intervals of up to one month;

- b. would result in arrears being fully paid in no more than 2 years after the first payment;
- c. provides for payments for energy use being made together with payments to reduce arrears; and
- d. is based on a reasonable forecast of the residential customer's energy use over the next 12 months.

4.5.2 Nectr may accept a payment proposal or revised proposal that does any or all of the following:

- a. provides for payments of different amounts at different intervals;
- b. would result in the arrears being fully paid by a date later than 2 years after the first payment; and/or
- c. provides for payments for energy use being made separately from payments for arrears.

4.5.3 On accepting a payment proposal or a revised proposal, Nectr will give the residential customer a written schedule of payments showing:

- a. the total number of payments to be made to pay the arrears;
- b. the period over which the payments are to be made;
- c. the date by which each payment must be made; and
- d. the amount of each payment.

4.5.4 If the residential customer fails to make a payment by the date on which it was payable, Nectr will contact the residential customer to discuss putting forward a revised proposal.

#### 4.6 Non-payment

4.6.1 If repayment of arrears of a residential customer is on hold in accordance with this policy and the residential customer fails to make a payment towards the cost of on-going energy use by the date on which it was payable, Nectr will contact

that customer to discuss varying the amount payable, or the frequency of those payments.

4.6.2 If a residential customer does not meet their obligation to implement practical assistance, Nectr will contact that customer to work with them to identify an implementation timeframe.

4.6.3 Unpaid energy use will be added to the residential customer's arrears.

#### 4.7 Continued provision of assistance

4.7.1 Nectr will continue to provide tailored assistance to residential customers, except in those cases where:

- a. Despite Nectr fulfilling its obligations, the residential customer has refused or failed to take reasonable action towards paying for on-going energy use and repaying arrears or;
- b. Despite Nectr fulfilling its obligations, the residential customer has refused or failed to take reasonable action towards making payments towards the cost of on-going energy use; or
- c. The residential customer is not facing payment difficulties.

### 5. Complaints

5.1 We will do our best to deal with any issues or concerns our customers have in relation to the HSP when they are raised.

5.2 When a complaint is raised, the customer is able to escalate their concerns to a Team Leader if required.

5.3 If the customer is not happy with the way the Team Leader responds, the customer has the right to lodge a complaint at any time. Any complaint will be dealt with under the Nectr Complaints Handling Policy. A copy of the Nectr Complaints Policy is available at <https://nectr.com.au/complaints-handling-policy/>.

5.4 Customers who are not happy with Nectr's response or investigation into their complaints can contact the Energy and

Water Ombudsman of Victoria (EWOV). EWOV provides an independent and free service. You may contact EWOV at:

- Website: [www.ewov.com.au](http://www.ewov.com.au) or
- Freecall: 1800 500 509

7.3 Customers may seek their own help from an interpreter, by calling 131 450 to speak to someone from the Translating and Interpreting Service (TIS).

## 6. Privacy of Personal Information

- 6.1 Nectr respects the confidentiality of information and the privacy of individuals under the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles and any privacy code registered under the Privacy Act.
- 6.2 Personal information about a customer will be collected when they contact our team with details about their account, eligibility or participation in the HSP. Personal information provided by a customer will confirm their eligibility and to determine the level of support appropriate for that customer's account.
- 6.3 The Nectr Privacy and Credit Reporting Policy outlines how Nectr manages the personal information we hold and applies to our associated business entities. The Nectr Privacy and Credit Reporting Policy is available at <https://nectr.com.au/privacy-policy/> and we can provide a free copy on request.

## 7. Nectr Contact Details

Nectr Customer Care can be contacted any of the following ways:

- Email: [hello@nectr.com.au](mailto:hello@nectr.com.au)
- Phone: 1300 111 211
- Mail: PO Box 1957, North Sydney, NSW 2059.

7.2 If a customer wants to speak with Nectr using an interpreter or, if the team believes language assistance may be helpful, an interpreter service will be provided at no cost to the customer. A customer should tell us what language interpreter is needed. We will then arrange for a telephone interpreter to assist the customer.