



 **13 88 60**

Hours: 9.00am - 4.30pm, Mon - Fri

PO Box 1387 Milton, QLD 4064

Sumo Bill Assist (Hardship) Policy - Victoria

SUMO POWER PTY LTD 86 601 199 151

SUMO GAS PTY LTD 67 606 951 713



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Objective

Our objective: The objective of this policy is to provide Sumo Power Pty Ltd (86 601 199 151) and Sumo Gas Pty Ltd (67 606 951 713) 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.

Electricity is an essential service, 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 electricity usage.

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

Policy application

This policy applies: 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 licence, issued by the Essential Services Commission that we implement this policy.

Where this policy and the Energy Retail Code of Practice (ERCoP), the Electricity Industry Act 2000 (EI Act) or the Gas Industry Act 2001 (Gas Act) are inconsistent, the ERCoP, the EI Act and the Gas Act prevail to the extent of the inconsistency.

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.

Publication and access: We will seek to 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.

How to access support

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.

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.

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.

Standard assistance

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. **Automatic best offer:** being automatically switched to the plan that would give you the lowest annual bill, based on your usage, unless you tell us you don't want to be switched.
- b. **Payment Plan:** You can set up regular payments of an equal amount over a specified period.
- c. **Flexible Payment Frequency:** You have the flexibility to make payments at various intervals such as weekly, every two weeks, or monthly.
- d. **Extended Due Date:** Once a year, you can request to extend the due date for your bill for at least one billing cycle.
- e. **Payment in advance:** paying for energy in advance.

Tailored assistance

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.

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

- a. **Automatic best offer:** being automatically switched to the plan that would give you the lowest annual bill, based on your usage, unless you tell us you don't want to be switched.
- b. **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.
- 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.

In addition to the above, you are also entitled to the following tailored assistance if you cannot pay the full cost of your ongoing electricity use:

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

a) **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.

b) **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.

c) **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

Payment plans

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.

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.

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.

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.

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.

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

Centrepay

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

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

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.

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

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.

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.

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



Automatic Best Offer

We will check whether you are on the plan that would give you the lowest annual bill based on your actual usage pattern, with all applicable discounts applied. If you are not on your best offer, we will switch you to it automatically unless you tell us you do not want us to.

You are eligible for this protection if you are receiving tailored assistance, regardless of how much you owe, or if you have been in arrears for three months or more and owe \$1,000 or more. Once you become eligible, we will carry out this check within 10 business days. We check all residential customers in arrears to see if they have become eligible under the arrears and dollar threshold above at least once every six months, and after your first check, for as long as you remain eligible, we will check again at least every six months (or every 12 months if you have opted out of a switch).

If a better offer is found, we will send you a written notice, in plain English and using your preferred method of communication, within 5 business days of finding it. The notice will explain: the details of your new plan, including all tariffs, charges, conditional discounts, and billing and payment arrangements, and how these may change; any benefits of your current plan you would lose by switching; why we intend to switch you; the start date and length of your new contract, whether it can be extended, and what happens if you move out during the contract; and your right to complain to us and, if we do not resolve your complaint, to the Energy and Water Ombudsman (Victoria). We will give you, or send with the notice, a copy of your new contract.

The notice will also contain a clear statement that you can choose not to switch, clear instructions on how to opt out (you can tell us orally or in writing), the date by which you need to opt out, and how long you have to opt out, which is 10 business days from the date you receive the notice.

If you do not opt out by the date given, we will switch you automatically. No fees or early termination charges apply, and your government concessions and rebates will be transferred to the new plan.

This protection 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. If this exemption applies to you, we will tell you in writing.

If we reasonably believe that contacting you about a switch under this section may put you at risk of harm because of family violence, we will take reasonable steps to identify your preferred safe method of communication and use only that method for any notice under this section, in line with our Family Violence Policy. This does not stop the check and switch process - it changes how, not whether we contact you.

What else will we do

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 information about programs that can help you access more energy-efficient appliances, including the Victorian Energy Upgrades program. This includes explaining how the program works and where to find an accredited provider, so you can consider whether an upgrade is right for you, for more information visit their website <https://www.energy.vic.gov.au/victorian-energy-upgrades>
- d. If you are or are entitled to assistance under our Family Violence Policy, we will take into account your unique needs and circumstances. We will ask you for your preferred safe way to contact you and use only that method. We will only ever 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. Once you have told us you are affected by family violence, you will not need to repeat this to other staff you deal with. We can also give you information about external family violence support services, including 1800RESPECT (1800 737 732) and Safe Steps (1800 015 188). You can find our full Family Violence Policy on our website at <link to Family Violence Policy>.
- e. We will act fairly and reasonably taking into account all of the circumstances of which we are aware.
- f. We will at all times where it is relevant give you clear and unambiguous information about the assistance you are entitled to.
- g. We will provide assistance to you in a timely manner or use our best endeavours to do so.



- h. 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.
- i. 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.
- j. We will comply with any guideline that is published by the Essential Services Commission that relates to payment difficulty.
- k. 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.
- l. You can make fee-free bill and account payments using payment methods such as BPAY®. We do not charge any fees for using these payment methods. Details of the available payment methods are provided on your bill.
- m. Whenever we become aware that you hold, or may be eligible for, an energy concession — including if you contact us to request standard or tailored assistance, but also at any other time we become aware of your eligibility — we will take all reasonable steps to ensure you receive any concession you are entitled to and eligible for.
- n. If we become aware that you are no longer eligible for an energy concession, we will contact you to explain that the concession will no longer be applied to your bills, and how you can update your concession eligibility information with us.
- o. We will not send you a reminder notice while you have an accepted payment plan and are meeting it. A reminder notice can only be issued if you have missed a scheduled payment under your plan.
- p. We will not sell or otherwise dispose of your debt while you are receiving assistance under this policy, and we will not sell your debt within 10 business days after any disconnection. If we ever sell a debt to a third party, the sale must comply with the ACCC/ASIC Debt Collection Guideline.

- q. If you are on a market retail contract with a conditional discount, or you have been on the same customer retail contract for four years or more, you may be entitled to further pricing protections under the Energy Retail Code of Practice, including limits on how large a conditional discount can be and a right to have your tariff reviewed and reduced, or to be switched to a cheaper plan. Contact us or refer to your contract terms for more information.

Other pricing protections

Conditional discount cap. If your contract includes a conditional discount, such as a pay-on-time discount, its value cannot be more than a reasonable estimate of the extra costs we're likely to incur if a customer doesn't meet the condition attached to it, such as paying on time.

Reviewing older contracts. If you have been on the same customer retail contract for four years or more, without any change to your prices other than a standard annual price variation, or any change to the structure of your tariffs, we will review your tariffs at least once every 12 months to check that you are paying a reasonable price for your energy.

What counts as a reasonable price. We work out whether your price is reasonable by looking at things like our lowest-cost generally available plan, the median price paid by our customers, the price of the Victorian Default Offer, and the value of any benefits, discounts, rebates or credits under your contract. If your price is at or below the Victorian Default Offer, it is automatically considered reasonable.

If your price isn't reasonable. If we find that you are not paying a reasonable price, within 20 business days we will either reduce your tariffs, or switch you to a cheaper plan based on our knowledge of how you use energy and your payment history, so that you are paying a reasonable price.

Notice before switching. If we intend to switch you to a cheaper plan under this section, we will send you a written notice, in plain English and using your preferred method of communication. The notice will explain: your current plan name and tariffs; the details of the new plan, including tariffs, charges, conditional discounts, and billing and payment arrangements, any benefits you would lose by switching, and how these may change; why we believe the new plan offers a reasonable price and why we intend to switch you; the start date and length of the new contract, whether it can be extended, and what happens if you move out during the contract; and your right to complain to us about any energy marketing activity connected with the switch, and to the Energy and Water Ombudsman (Victoria) if we don't resolve it. We will give you, or send with the notice, a copy of the new contract.



Your right to opt out. The notice will also contain a clear statement that you can choose not to switch, and clear instructions on how to opt out (you can tell us orally or in writing), and the date by which you need to opt out. You have 10 business days from the date you receive the notice to opt out. If you do not opt out by that date, we will switch you to the new plan.

When does this assistance end?

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.

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.

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

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.



Complaints

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

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

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.

Privacy

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.

You can check our privacy policy at <https://www.sumo.com.au/privacy> to find out how we handle and manage your personal information. We can also send you a copy by mail or email



Contact us

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.

If you would like a copy of this hardship policy, you can download it from

- a. [Payment Assistance - VIC | Sumo - Electricity & Gas](#) or
- b. by contacting us on 13 88 60

If you need an interpreter, please call [Translating and Interpreting Service](#) (TIS) on 131 450

If you are hearing impaired, you can contact us via [National Relay Service](#) (NRS): Call 1800 020 103

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.

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