



## Vulnerability, Family Violence and Financial Hardship Policy

**Effective Date 1 July 2020**  
**Version 1.0**

Great Lakes Insurance SE T/A Great Lakes Australia  
(ARBN 127 740 532, ABN 18 964 580 576, AFSL318603)

The contact details for Great Lakes Australia are:

Level 28, 60 Martin Place, Sydney, NSW, 2000 PO Box H35 Australia Square, Sydney, NSW, 1215 (02) 9272 2050 |  
[reception@gla.com.au](mailto:reception@gla.com.au) | <https://www.munichre.com/gla/en/about-us.html>

## Contents

	<b>Our Vulnerability, Family Violence and Financial Hardship Policy</b>	<b>4</b>
1	Our Commitment	4
2	General Insurance Code of Practice	4
3	Vulnerability Policy	6
	3.2 Mental and physical health conditions	6
	3.3 Using assistance aids and interpreters	7
	3.4 Identification	7
4	Family Violence Policy	8
	4.1 Definition of Family Violence	8
	4.2 Objective of the policy	8
	4.3 Protecting private and confidential information	10
	4.4 Minimising repeat disclosures	10
	4.5 Early recognition of family violence	12
	4.6 Sensitive claims handling	12
	4.7 Financial Hardship Assistance	13
	4.8 Collection arrangements	13
	4.9 Providing customers and Employees with referrals to specialist services	14
	4.10 Making customers aware of information and assistance available	14
	4.11 Support provided to Employees	15
5	Financial Hardship Policy	16
	5.1 Definition of Financial Hardship	16
	5.2 Identifying people experiencing Financial Hardship	16
	5.3 Keeping you informed	16
	5.4 Assessing your request for Financial Hardship support	16
	5.5 Putting recovery on hold	17
	5.6 Making our decision	17
	5.7 If you are entitled to Financial Hardship support	17
	5.8 Releasing your debt	18
	5.9 If you are not entitled to Financial Hardship support	18
	5.10 Standards for collecting money	18
	5.11 Bankruptcy	19

6	Definitions	19
7	Specialist Services	20

### **The INSURER**

This Vulnerability, Family Violence and Financial Hardship Policy applies to insurance policies underwritten and issued by Great Lakes Insurance SE (ARBN 127 740 532, ABN 18 964 580 576, AFSL318603) trading as “Great Lakes Australia”.

Great Lakes Australia is a branch office of Great Lakes Insurance SE, a limited liability company incorporated in Germany and a wholly owned subsidiary of Münchener Rückversicherungs-Gesellschaft AG (‘Munich Re’), part of Munich Re (Group). Munich Re (Group) is one of the largest insurance groups in the world.

Great Lakes Australia is a party to the General Insurance Code of Practice. You can access the Code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or via the Great Lakes Australia website.

## Our Vulnerability, Family Violence and Financial Hardship Policy

### 1 Our Commitment

- (a) We<sup>1</sup> are committed to taking extra care with customers who experience vulnerability. We recognise that a person's vulnerabilities can give rise to unique needs and that their needs can change over time and in response to certain situations. We encourage you to tell us about your vulnerability so that we can work with you to arrange support — otherwise, there is a risk that we may not find out about your situation and not provide you with the support or assistance needed.
- (b) If you tell us, or we identify, that due to a vulnerability you need additional support or assistance, we will work with you and try to find a suitable, sensitive and compassionate way for us to proceed. If the additional support you need is from someone else (for example, a lawyer, consumer representative, interpreter or friend), then we will recognise this and allow for it in all reasonable ways. We will try to make sure our processes are flexible enough to recognise the authority of your support person. We will do this as early as practicable and we will protect your right to privacy.
- (c) All information collected for the purposes of providing assistance and support to you as part of the policy and procedures set out in this document will be collected, stored, used and destroyed in accordance with the Principles of the Privacy Act 1988 (Cth) and/or any relevant State or Territory requirements and our own Privacy Policy.

### 2 General Insurance Code of Practice

- (a) As a subscriber to the General Insurance Code of Practice (**Code**) we understand the importance for us to have internal policies and appropriate Employee training to assist our customers in times of vulnerability and financial hardship.
- (b) The purpose of this Policy, which is published on our website as required by the Code, is provided to all Employees, our Distributors and Service Suppliers. You will find the definitions of these terms at the end of this Policy.
- (c) Our Policy, together with the appropriate training, has been developed to help our Employees to have an increased awareness of how to:
  - (i) understand if you may be vulnerable;
  - (ii) decide about how best, and to what extent, we can support you;
  - (iii) take into account your particular needs or vulnerability; and
  - (iv) engage with you with sensitivity, dignity, respect and compassion — this may include arranging additional support, for example referring you to people, or services, with specialist training and experience.

---

<sup>1</sup> We, us and our in this document refers to Great Lakes Insurance SE trading as Great Lakes Australia (GLA).

- (d) This policy applies to customers insured with us with ***retail and wholesale insurance*** products unless stated otherwise.

### 3 Vulnerability Policy

- (a) For the purposes of the Code a range of factors may be the cause of a person's vulnerability including:
  - (i) age;
  - (ii) disability;
  - (iii) mental health conditions;
  - (iv) physical health conditions;
  - (v) family violence;
  - (vi) language barriers;
  - (vii) literacy barriers;
  - (viii) cultural background;
  - (ix) Aboriginal or Torres Strait Islander status;
  - (x) remote location; or
  - (xi) financial distress.

#### 3.2 Mental and physical health conditions

- (a) We strive to treat all our customers fairly and with dignity so our internal policies and procedures recognise that our customers may include vulnerable individuals who have a past or current mental or physical health condition.
- (b) We will design and sell our products and apply their terms in compliance with the requirements of the Disability Discrimination Act, 1992 (Cth) and/or any relevant State or Territory anti-discrimination requirements. While it is unlawful under the Disability Discrimination Act 1992 (Cth) (the DDA) to discriminate against a person because of a disability, including a psychiatric or psychological disability, there is a partial exemption for insurance providers. This exemption recognises that some discrimination is necessary in the insurance business. The exemption is contained in Section 46 of the DDA permits discrimination by an insurer if:
  - (f) *the discrimination:*
    - (i) *is based upon actuarial or statistical data on which it is reasonable for the first-mentioned person to rely; and*
    - (ii) *is reasonable having regard to the matter of the data and other relevant factors; or*
    - (g) *in a case where no such actuarial or statistical data is available and cannot reasonably be obtained--the discrimination is reasonable having regard to any other relevant factors.*
- (c) There are some retail insurance products where a pre-existing mental or physical health problem may require us to ask additional information. In such situations we

will only ask questions relevant to whether or not we will provide the requested insurance cover.

- (d) Where we cannot provide you with cover for your pre-existing condition we will tell you about your right to ask us for the information relied on when assessing your application. If you ask for that information, then we will give it to you in accordance with our Privacy Policy and the Access to Information requirements of the Code.
- (e) Claims involving mental or physical health conditions will be processed sensitively having regard to our customer's ongoing medical treatment needs and using the least intrusive methods of investigation, in accordance with the claims investigation standards in the Code.
- (f) Where a customer makes a claim against an existing policy, the claim will not be denied on the basis of a pre-existing mental health condition where the covered event does not relate to the pre-existing mental health condition.
- (g) If we rely on the exemption contained in section 46 of the DDA or a similar
- (h) exemption in any relevant State-based legislation, they must keep accurate records
- (i) of the actuarial or statistical data and/or other relevant factors they have relied upon
- (j) to do so

### 3.3 Using assistance aids and interpreters

- (a) Where available and practicable, we will take reasonable measures to provide you with access to means of communicating effectively with us. This assistance may be provided through the use of available interpreter services if you ask us to, or if we need an interpreter to communicate effectively with you. We will record if an interpreter is used. We will also record the reasons if we are unable to arrange an interpreter if one was requested by you.
- (b) Our website provides an easy-to-find link to:
  - (i) information on interpreting services;
  - (ii) teletypewriter services (TTYs);
  - (iii) any information on our products that we have translated into other languages; and
  - (iv) any other relevant information for people with language barriers

### 3.4 Identification

We recognise that there can be circumstances where meeting our identification requirements may cause problems for our customers especially individuals from Aboriginal or Torres Strait Islander communities or non-English speaking background. In such situations we will be practical and flexible in our approach and support you through the verification process for confirming your identity.

## 4 Family Violence Policy

### 4.1 Definition of Family Violence

- (a) Family violence is defined in Section 4AB of the Family Law Act 1975 (Cth), section 4AB as:

*'violent, threatening or other behaviour by a person that coerces or controls a member of the person's family..., or causes the family member to be fearful.'*

- (b) Family violence is unlawful and is not limited to physical instances of violence and may also include emotional, psychological, financial/economic and sexual abuse. Family violence can also include damage to property.

### 4.2 Objective of the policy

- (a) Where family violence is identified or suspected, our number one priority is the safety of the customer and their family. Situations involving family violence require us to take particular care and to be flexible with our processes as we recognise that the issues for our customers can be highly complex.
- (b) In accordance with the Code requirements our family violence policy covers the following areas:
- (i) Employee training to improve responses to customers affected by family violence;
  - (ii) Protecting private and confidential information and minimising repeat disclosures;
  - (iii) Early recognition of family violence;
  - (iv) Sensitive claims handling;
  - (v) Access to Financial Hardship;
  - (vi) Collections arrangements;
  - (vii) Providing customers and Employees with referrals to specialist services;
  - (viii) Making customers aware of information and assistance available;
  - (ix) Support provided to Employees.
- (c) To ensure our Employees are aware of the policies and procedures in place when responding to family violence all Employees in relevant positions have ongoing training to help them:
- (i) identify customers affected by family violence;
  - (ii) deal appropriately and sensitively with customers affected by family violence;
  - (iii) apply the family violence policy and related policies and procedures to customers affected by family violence;
  - (iv) be more aware of the prevalence and practical effects of family violence on a customer;



- (v) recognise potential or early signs of violence that may lead to future violence and have a carefully and sensitively handled conversation with a customer, without disclosure to the offender ;
  - (vi) appropriately triage matters that involve family violence, which may involve determining claims or Financial Hardship assistance as a matter of priority, as well as escalating to a sufficiently senior team with options to refer the customer to specialist services that can give further guidance;
  - (vii) understand the impact of trauma on customers affected by family violence and in particular, how trauma may affect their presentation and how Employees can engage with them in a supportive manner;
  - (viii) understand the potential impact (positive and negative) that our actions can have on a family violence situation;
  - (ix) understand the strict need for confidentiality and respecting customer's privacy;
  - (x) understand the significant safety risks for women and children and the heightened safety risks at, and following, separation;
  - (xi) understand that individuals responsible for family violence may also be customers, with legal rights so we need have manage their rights appropriately especially as they may attempt to convince us to disbelieve or dismiss someone affected by family violence;
  - (xii) understand the need for flexible arrangements and responses for customers impacted by family violence;
  - (xiii) understand the legal and procedural implications of court-issued family and domestic violence orders to the extent that these impact a claim or customer experience;
  - (xiv) have knowledge of local referral pathways and contacts for local support services.
- (d) The training of specialised employees will be considered if a female customer affected by family violence prefer to speak to a female Employee.
  - (e) The manner of Employees dealing with a customer affected by family violence should as a matter of principle facilitate, rather than act as a barrier to the identification of family violence and improve the experience of customers affected by family violence. Employees will not require evidence of an intervention order in order to trigger the requirements of the family violence policy.
  - (f) A customer self-identifying as being affected by family violence will be treated in accordance with this policy without further evidence being required.
  - (g) Our Employees are not expected to be experts or social workers in family violence. However, our training programs assist Employees with reducing the impact of family violence on customers. Training is tailored to the Employees' role within the

business and level of contact with customers, and focus on developing their knowledge, skills, competencies and information.

- (h) Our Service Suppliers who deal directly with customers, such as loss assessors, investigators and claims management services, are also be required to carry out the same level of training before coming into contact with a customer who has been identified as being affected by family violence. Any Service Supplier engaged to contact someone who has been affected by family violence must handle the situation with the appropriate sensitivity.

#### 4.3 Protecting private and confidential information

- (a) Customer safety must be protected as our number one priority, by providing for the secure and confidential handling of information about customers affected by family violence.
- (b) It is important for customers affected by family violence that we keep private their personal information, particularly when the offender is or has been a joint policyholder.
- (c) In cases of family violence, particularly where there is a joint policy, abusive partners can use their current or ex-partner's personal information to pass privacy screening questions and obtain their new contact details in order to continue abusive behaviour.
- (d) Customers affected by family violence need to have confidence that their personal information is secure with us and not at risk of deliberate or inadvertent disclosure. In particular, a customer's physical address must be protected. Where possible this could involve having only their email address accessible in the system, or having their physical address and password protected, to reduce the risk of providing it to someone who can answer alternative security questions.
- (e) It is equally important for our customers to have confidence that information they share with us about their family violence is not disclosed to the offending party, and that any information they provide is accessible only to authorised Employees.
- (f) We will ask for your permission to keep a record of the support or assistance you require and respect your right to confidentiality. We establish a flag in our systems for customers affected by family violence.

#### 4.4 Minimising repeat disclosures

- (a) Customers do not have to repeat disclosure of their family violence situation because we recognise that this can have a traumatising effect, with people reliving their experiences. We also recognise that customers are not always able to provide details of their circumstances as the offending party may be either present or monitoring the call or monitoring web and mobile phone access.
- (b) In developing our family violence policies we have considered:
  - (i) ensuring there are systems in place to keep a customer's contact information secure and confidential, including treating all information about a customer

- affected by family violence as sensitive information. Any protection will be extended across all policies held by the customer experiencing violence;
- (ii) giving a customer affected by family violence access to personal information held about them and within a reasonable time, and control over how it is shared with third parties;
  - (iii) asking a customer if they have more than one policy or account that requires amendment due to a situation of family violence, and proactively search for other policies that may be under their name;
  - (iv) discussing safe ways to communicate with a customer experiencing violence and recording these communication methods on the customer's file; for example, asking the customer whether it is a good time to talk or if it's safe to leave phone messages;
  - (v) supporting customers to set up new insurance policies;
  - (vi) facilitating requests from joint policyholders who ask for policy communications and information to be sent to two different addresses (either physical or email);
  - (vii) understanding the legal requirements and internal processes where a victim and offender of family violence are joint policyholders, and ensuring customers are informed about the circumstances and nature of information that has to be shared with the offender so that they can make arrangements accordingly;
  - (viii) understanding legal reporting requirements in relation to children;
  - (ix) protecting the details of Employees in situations where they may have to contact the offender of family violence.
- (c) In relation to repeated disclosure, we will consider the following to make it easier for customers to communicate with us:
- (i) minimising the information that a customer is required to provide and the number of times a customer has to disclose the same information, noting that they may not have access to records and documentation;
  - (ii) where possible, providing customers with consistency in speaking to one Employee, or a single pathway to an appropriately trained team;
  - (iii) providing copies of customer documents without charge to assist in resolving matters or for legal purposes;
  - (iv) working with a customer's agent or representative, such as a professional financial counsellor, lawyer, community services or social worker, legal aid officer or family violence specialist, and making it as simple as possible to appoint such an agent or representative while recognising privacy obligations;
  - (v) if required, referring a customer to a qualified, independent interpreter to assist with communication.

#### 4.5 Early recognition of family violence

- (a) We recognise that we can play a role in the early identification of possible family violence, in an effort to possibly mitigate the impact. We can do this by identifying possible victims of family violence, but also potentially the offenders as both may be customers, or potential customers, or they may be Employees.
- (b) Early indicators of family violence may be apparent at claim time, and also after a major disaster event. In the wake of a major event, we may have appropriately experienced and qualified counsellors accompany claims Employees to recovery centres to interact with customers assist in identifying issues of violence, Financial Hardship and mental health.
- (c) Service Suppliers used us to work with claimants must also be trained to recognise possible family violence, and to respond accordingly.

#### 4.6 Sensitive claims handling

- (a) Where a customer affected by family violence makes an insurance claim, flexibility and care is required for our claims handling. This is particularly important if the offender is a joint policyholder and/or has caused the claim (for example, through damage to the claimant's property).
- (b) In developing our family violence policy, we have considered:
  - (i) the claims process and what is required of the claimant must be explained clearly and transparently;
  - (ii) whether it may be appropriate for specialist Employees with adequate authority to be making the decisions to become involved;
  - (iii) a survivor of violence may come across as disorganised and not coherent so it must be remembered that this may be a symptom of their vulnerability and not an indication that their claim is not valid;
  - (iv) traumatic events such as catastrophes that result in claims can trigger violence. The claims process could also trigger further violence, particularly if the offender has caused the damage;
  - (v) lack of contact from the claimant does not necessarily mean they have given up on their claim, nor is it an automatic indication of fraud; people affected by family violence may not have access to telephone or email communication;
  - (vi) a claimant experiencing family violence may not have access to their personal or financial records or other documents;
  - (vii) the customer will not be required to make direct contact with the offender nor to make a police report about the offender if they are not comfortable doing so;
  - (viii) anyone interviewing or investigating someone involved in a claim who may be affected by family violence and/or going to the claimant's home needs must be appropriately trained, in accordance with claims investigation standards of the Code, and should also be aware that they may be putting themselves in danger;

- (ix) before any claim payment is made, we will endeavour to ensure we are paying the appropriate party or parties which we recognise can be a particularly complex area in cases of family violence and/or where family law property disputes are involved.

#### 4.7 Financial Hardship Assistance

- (a) We recognise that family violence as a potential cause of payment difficulties and as an eligibility criterion for access to Financial Hardship assistance.
- (b) We will work with an individual customer who requests assistance and discuss options for resolving their Financial Hardship. When a customer self-identifies as being affected by family violence what their financial situation is, to determine whether they are experiencing Financial Hardship.
- (c) In addition to the existing requirements for Financial Hardship assistance contained in the we will:
  - (i) fast-track hardship requests where family violence has been disclosed as an issue;
  - (ii) provide options for retaining the policy where a customer says they cannot meet their premium payments, such as:
    - (A) changing the benefit structure or how much they are insured for;
    - (B) reducing the benefits and/or removing or altering benefit options in order to reduce the premium;
    - (C) stopping the payments for a short period without cancelling the policy.
  - (iii) ensure policies regarding the assessment of hardship assistance involving joint insureds are clear and appropriate. For example, a Financial Hardship application for a co-insured affected by family violence will be considered without requiring the consent of the other co-insured;
  - (iv) be aware that any reluctance to obtain consent from a co-insured in relation to hardship assistance may be the first indication of financial abuse, and take this into account when responding to any customer seeking hardship assistance;
  - (v) minimise the information and documentation that customers are required to provide;
  - (vi) not require an intervention order as evidence of family violence as part of assessing a Financial Hardship application. Disclosure by a customer will trigger the family violence policy and referral to the appropriate team.

#### 4.8 Collection arrangements

- (a) Where we have been made aware that a customer's debt involves a situation of family violence, the debt will not be referred to or sold onto third-party debt collection agencies.
- (b) Where a debt has been referred to or sold to a third-party collection agency and we become aware that this debt involved a situation of family violence, we will work

with the collections agency to provide the best outcome for the customer. This may include repurchasing an existing debt or taking back a referred debt from the collection agency. This will be assessed on a case by case basis.

- (c) We will consider the risks involved in attempting to recover from a family violence offender. This may put the collection agent in danger and may also result in further violence towards the victim.
- (d) Clause 9.6 of the Code requires that collection agents comply with the ACCC and ASIC debt collection guidelines. We will ensure that contracts with agents and debt purchasers include a requirement to comply with this policy.

#### 4.9 Providing customers and Employees with referrals to specialist services

- (a) We will assist in the referral of customers or Employees to specialist family violence services, by including this information on our website, as well as having Employees provide this information directly to customers.
- (b) Our Employees are not best placed to provide specific advice on family violence outside the scope of insurance or financial matters. They are not professional social workers or experts in identifying family violence and customers may not raise that they are victims. However, where possible, Employees will suggest a customer contact an external legal and support organisation.
- (c) A list of recognised external specialist services will be kept up to date and to a minimum, in order to make the choice of referral simpler. An alternative referral option may be kept in case a lack of availability.
- (d) We may choose to add other referral options where we have an established relationship with particular services, or we have specialised Employees with a higher level training to enable them to distinguish between services.

#### 4.10 Making customers aware of information and assistance available

- (a) It is important that customers affected by family violence are quickly able to access information, both on the policies that they hold, and on the support available to them. We recognise that customers will likely be more comfortable disclosing family violence if they are aware of the support we have in place, and the existence of organisations offering specialist services. It is also important that our customers know they will not be penalised for disclosing family violence.
- (b) We will
  - (i) prominently publish on our website and in any branches, and keep up to date, the assistance and referrals available to customers affected by family violence and how customers may access such assistance;
  - (ii) provide a copy of the family violence policy to a customer upon request; and
  - (iii) provide for a periodic review mechanism of the policy and its associated procedures.
- (c) We will publish contact details for external specialist services.

- (d) We will promote our family violence policy and Financial Hardship assistance to Employees, customers, financial counsellors, community legal services, Legal Aid, refuges and violence support services.

#### 4.11 Support provided to Employees

- (a) We recognise that our Employees may also be affected by family violence and require support in the same way as customers do. Moreover, Employees may be adversely affected either by the impact of the customers' issues, or when their interactions cause them to relive their own experience of family violence.
- (b) Our policies and programs for Employees impacted by family and domestic violence include training, leave, additional security measures, external referrals and counselling available.
- (c) Insurer employee assistance programs should ensure that support is provided to Employees affected by family and domestic violence. The support arrangements should reflect the specific needs of the Employee and consider the nature of their role and the workplace environment.

## 5 Financial Hardship Policy

### 5.1 Definition of Financial Hardship

- (a) For the purposes of the Code ‘Financial Hardship’ means that a customer may have difficulty meeting their financial obligations being
  - (i) An individual insured or Third Part Beneficiary who owes us money including an excess for an insurance policy issued by us; or
  - (ii) An individual we are seeking to recover money from because we believe that the individual has caused damage or loss to either our Insured, or a Third Party Beneficiary covered by us under an insurance policy.
- (b) This Policy and the related support **does not apply** to providing support for the payment of insurance premiums for an insurance policy issued by us.

### 5.2 Identifying people experiencing Financial Hardship

- (a) We have internal policies and training appropriate to our Employees’ roles to help them to identify if you are experiencing Financial Hardship and decide how they may be able to provide support to you.
- (b) We encourage you or your representative to tell us about your Financial Hardship so that we can work with you to discuss your situation and the options available to support you — otherwise there is a risk that we may not find out about your financial difficulties.
- (c) If you tell us, or we identify, that you are experiencing Financial Hardship, we will give you:
  - (i) a form for you to apply for Financial Hardship support; and
  - (ii) if appropriate, contact details for the National Debt Helpline: 1800 007 007.

### 5.3 Keeping you informed

- (a) We will communicate with you about your application and where possible, we will use your preferred method of communication.
- (b) If we know that you have nominated a representative, then we will keep that person updated about your request for Financial Hardship support, unless you tell us not to.

### 5.4 Assessing your request for Financial Hardship support

- (a) When we are assessing your request for Financial Hardship support, we will consider all reasonable evidence — for example:
  - (i) evidence of serious illness that prevents you from earning income;
  - (ii) evidence of a disability, including a disability caused by mental illness;
  - (iii) if you are a Centrelink client, your Centrelink statements; and
  - (iv) evidence of your unemployment.
- (b) We will request information from you only if it is reasonably necessary for us to assess your application for Financial Hardship support.



- (c) If, after we receive your application for Financial Hardship support, we need more information from you before we can make our decision, then we will:
  - (i) tell you the information we need as early as possible; and
  - (ii) be specific about the information we need.
- (d) You have 21 Calendar Days from the date of our request for information to provide that information to us, unless we have agreed to a different timeframe with you.

#### 5.5 Putting recovery on hold

- (a) If we are taking action to recover an amount from you, we will put that action on hold if we identify that you are experiencing Financial Hardship, or if you ask us for Financial Hardship support in relation to that amount.
- (b) When we put the action on hold, we will contact any Collection Agent or solicitor that we have appointed and tell them the action is on hold.
- (c) The action will stay on hold until we have assessed your application for Financial Hardship and notified you of our decision about it.

#### 5.6 Making our decision

- (a) We will tell you in writing of our decision about whether to give you Financial Hardship support within 21 Calendar Days after we receive your application, unless we have asked you to provide us with more information.
- (b) If we do ask you for more information and:
  - (i) you provide all information we requested, then within 21 Calendar Days of receiving it we will tell you in writing, our decision about whether to give you Financial Hardship support; or
  - (ii) you do not provide all information we requested within 21 Calendar Days (or by a later date we agree to), then within 7 Calendar Days of that deadline passing, we will tell you in writing, our decision about whether to give you Financial Hardship support.

#### 5.7 If you are entitled to Financial Hardship support

- (a) If we decide you are entitled to Financial Hardship support, then we will work with you to implement an arrangement that could include any one or more of the following:
  - (i) delaying the date on which the payment must be made;
  - (ii) paying us in instalments — we will not refuse a reasonable request from you to pay the amount you owe in instalments;
  - (iii) paying a reduced lump sum amount;
  - (iv) delaying one or more instalment payments for an agreed period;
  - (v) deducting the excess from the claim amount we pay you.

- (b) We will confirm the agreed arrangement with you. Where possible this will be in your preferred method of communication.
- (c) If we agree you are entitled to Financial Hardship support, but we are unable to agree about how you can be supported, then we will tell you in writing, about our Complaints process.

#### 5.8 Releasing your debt

- (a) If we decide you are entitled to Financial Hardship support, then you may ask us to release, discharge, or waive a debt or obligation. However, you are not automatically entitled to this.
- (b) If we agree to release, discharge or waive a debt or obligation, then we will confirm this with you in writing.
- (c) You can ask us to notify any financial institution with an interest in your insurance policy that you are entitled to Financial Hardship support and if applicable, that we have released, discharged or waived a debt or obligation. If you ask us to do this, then we will tell them about this in writing.

#### 5.9 If you are not entitled to Financial Hardship support

- (a) If we decide that you are not entitled to Financial Hardship support, we will tell you the reasons for our decision and about our Complaints process. Where possible, we will tell you this in your preferred method of communication.
- (b) If your circumstances change, then you may re-apply for Financial Hardship support in relation to the amount you owe. However, for any further application you make, it will be at our discretion whether we again put any recovery action on hold.

#### 5.10 Standards for collecting money

- (a) We, as well as any Collection Agent or solicitor collecting money for us, will comply with the Debt collection guideline for collectors and creditors published by the Australian Competition and Consumer Commission and the Australian Securities and Investments Commission.
- (b) We, as well as any Collection Agent or solicitor collecting money for us, are required to:
  - (i) understand the Financial Hardship requirements in the Code; and
  - (ii) receive training to help identify whether you might need Financial Hardship support.
- (c) When we, our Collection Agent or solicitor, first communicates with you about any money owed, then we will ensure that this communication will provide you with information to show that the amount we are seeking to recover from you is fair and reasonable. This may include:
  - (i) information on the relevant loss and/or damage and the claim;
  - (ii) the actual cost of completed repairs; and
  - (iii) the evidence we relied on when we calculated the amount.

- (d) This communication will also include:
  - (i) information about our Financial Hardship process; and
  - (ii) contact details to enable you to contact us to discuss Financial Hardship support or if you have any questions.
- (e) If our Collection Agent or solicitor communicates with you about money owed, then that communication will identify us as the insurer that they are acting on behalf of and will specify the nature of our claim against you.
- (f) If you tell our Collection Agent or solicitor that you are experiencing Financial Hardship, then they must notify us and give you information in writing about our Financial Hardship process.

#### 5.11 Bankruptcy

- (a) If you tell us that you intend to declare bankruptcy, then we will work with you (or your representative) to agree on the amount owed. We will also give you written confirmation of that amount for the purposes of your declaration of bankruptcy.
- (b) If we cannot agree on an amount, then we will provide details of our Complaints process in writing.

## 6 Definitions

In this Policy the definitions are as used in the Code but of particular relevance are the following:

**Distributor** means a person, company or entity that is not an Employee;

- (a) when acting on our behalf and authorised to provide financial services under our Australian Financial Services Licence, in accordance with the Corporations Act 2001; or
- (b) when acting on our behalf in relation to a general insurance product issued by us (excluding an interim contract) that is covered by this Code when they are authorised to:
  - (i) enter into that product under binder; or
  - (ii) decide to pay or settle a claim made under that product as if they were us.

**Employee** means a person employed either:

- (a) by us; or
- (b) by a related entity that provides services to which this Code applies.

**Retail Insurance** means a general insurance product that is provided to, or to be provided to, an individual or for use in connection with a Small Business, and is one of the following types:

- (a) a motor vehicle insurance product (Regulation 7.1.11);
- (b) a home building insurance product (Regulation 7.1.12);
- (c) a home contents insurance product (Regulation 7.1.13);

- (d) a sickness and accident insurance product (Regulation 7.1.14);
- (e) a Consumer Credit Insurance product (Regulation 7.1.15);
- (f) a travel insurance product (Regulation 7.1.16);
- (g) a personal and domestic property insurance product (Regulation 7.1.17) as defined in the Corporations Act 2001 and the relevant Regulations.

**Service Supplier** means an Investigator, Loss Assessor or Loss Adjuster, Collection Agent, or a person, company or entity who is not our Employee but is contracted by us to manage your claim on our behalf. This includes a broker who manages claims for us and any of their sub-contractors who we have approved and who are also acting on our behalf.

**Wholesale Insurance** means a general insurance product covered by the Code which is not Retail Insurance.

## 7 Specialist Services

<b>Family violence specific</b>	
Australia-wide	<i>Kildonan UnitingCare 1800 RESPECT Domestic and Family Violence Response Training</i>
Australian Capital Territory	<i>Legal Aid ACT</i>
New South Wales	<i>NSW Health Education Centre Against Violence Women's Domestic Violence Court Advocacy Service Gendered Violence Research Network, UNSW Ask LOIS (Women's Legal Service NSW Law Access NSW Legal Aid NSW</i>
Northern Territory	<i>Northern Territory Legal Aid Commission</i>
Queensland	<i>Queensland Centre for Domestic and Family Violence Research Legal Aid Queensland</i>

South Australia	<i>Legal Services Commission of South Australia</i>
Tasmania	<i>Legal Aid Commission of Tasmania</i>
Victoria	<i>Domestic Violence Resource Centre Victoria</i> <i>Victoria Legal Aid</i>
Western Australia	<i>Women's Council for Domestic Family Violence Services or Legal Aid WA</i>

### **Financial Advice**

#### *National Debt Helpline*

Financial counselling and information for people experiencing financial difficulty to achieve better money management and budget. Can assist with:

- (a) budgets and money plans
- (b) advocacy
  - rights and responsibilities
  - access to relevant government and community grants
  - referrals to other free community-based services (such as free legal advice and supports).

Phone: 1800 007 007 (Monday to Fri day, 9am to 5pm)

Website.: <http://www.ndh.org.au>

### **Stress and mental health**

#### *Beyond Blue*

Over the phone, web and email support to people experiencing anxiety or depression.

Phone: 1300 224 636 (24-hour)

Website: <http://www.beyondblue.org.au>

### **Life and crisis support**

*Lifeline*

National charity providing all Australians experiencing a personal crisis with access to 24-hour crisis support and suicide prevention services.

Phone: 13 11 14 (24-hour) Website: [www.lifeline.org.au](http://www.lifeline.org.au)

*QLife*

National telephone and web-based counselling, referrals and support groups for LGBTIQ people and their families.

Phone: 1800 184 527 (Seven days, 3pm to midnight) Website: [www.qlife.org.au](http://www.qlife.org.au)

**Translation**

*Government Translation and Interpretation Service*

Immediate phone interpreting (24 hours, every day of the year) Phone: 131 450 (within Australia) Phone: +613 9268 8332 (outside Australia)

*ATIS phone interpreting*

24 hours, every day of the year Phone: 1800 131 450

*Free Interpreting Service*

enquiries about free services Phone: 1300 575 847 Email: [tis.freeinterpreting@homeaffairs.gov.au](mailto:tis.freeinterpreting@homeaffairs.gov.au)

Postal address

TIS National

GPO Box 241

MELBOURNE VIC 3001

**Addiction**

*Counselling Online*

Free counselling for alcohol or drug use or anyone concerned with use by a family member or friend. Referrals to state -based services

Website: [www.counsellingonline.org.au](http://www.counsellingonline.org.au) (24-hour online counselling and SMS support)