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Customer Hardship Policy - VIC

Flo Energy Australia Pty Ltd

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Table of Contents

1. Objective 3
2. Policy application 3
3. How to access support 3
4. Standard assistance 3
5. Tailored assistance 4
6. Payment plans 5
7. Centrepay 6
8. What else will we do 6
9. When does this assistance end? 7
10. Complaints 7
11. Privacy 7
12. Contact us 8
13. Version control 8

1. Objective

1.1. **Our objective:** The objective of this policy is to provide Flo Energy Australia Pty Ltd 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 is an essential service:** Electricity is an essential service, and this policy is one of the ways in which we acknowledge the important role we provide as an electricity retailer. We are committed to working with customers to manage their current and future energy usage and their account.

1.3. **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. Given the essential nature of electricity supply, the disconnection of electricity supply is a last resort.

2. Policy application

2.1. **This policy applies:** This policy is applicable to all our Victorian residential customers. It is a condition of our electricity licence, issued by the Essential Services Commission, that we implement this policy. This Policy, including any variations to this policy, comes into effect as soon as practicable, but no later than seven days after approval by the Essential Services Commission.

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

2.4. **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.

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 three weeks 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 electricity 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 electricity 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) **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.

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

d) **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) **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.

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

- We can fill out the online application form for you over the phone and submit it, unless you'd like to do it yourself.
- 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, including rate plan recommendations and usage tips.

- We'll recommend the best rate plan for you based on how you use energy and your payment history.
- 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.
- We'll keep you updated on how well you're doing at cutting your energy costs on an ongoing basis so you can assess your progress.
- 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**:

- We'll pause any repayments on any overdue amounts for at least six months.
- During this time, you'll pay less than your full energy bill while you work on reducing your costs.

f) **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.

g) **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.

h) **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.

5.5. **Automatic switch to our best offer:**

If you are receiving tailored assistance, or you have been in arrears for three months or more and owe us $1,000 or more, you are an eligible customer for the automatic best offer protections.

We will also check the eligibility of residential customers in arrears at least once every six months.

We will carry out a deemed best offer check no later than 10 business days after you become eligible, or after we become aware that you are eligible.

If the check shows you are not on our deemed best offer, we will send you a written notice, in plain English and using your preferred communication method where you have nominated one, no later than five business days after the check.

The notice will explain the proposed offer, relevant tariffs, charges, discounts, billing and payment arrangements, any benefits you may lose, why we propose to switch you, the applicable contract details and your complaint rights, and will include or be accompanied by the applicable market retail contract.

You may opt out orally or in writing. You will have 10 business days from receiving the notice to opt out. If you do not opt out and we have met the notice requirements, we will switch you to our deemed best offer without a switching fee, early termination charge or other penalty, and any government concession or rebate you receive will continue. If you opt out, the next deemed best offer check will be within 12 months; otherwise, while you remain eligible, we will check again within six months.

These automatic-switch requirements do not apply where your current plan includes a physical energy-related asset that you are paying off or leasing, or membership of a virtual power plant under which we can actively control that asset.

If you are affected by family violence, we will not issue the notice or complete the switch where we reasonably believe doing so may create a significant risk of harm, and we will use a safe method of communication.

We will keep sufficient records of these checks and actions for at least two years, and longer where required while a related complaint or ombudsman dispute remains unresolved.

5.6. **Best offer messages:**

We will continue to tell you on your bill whether you are on our best offer, at least once every three months for electricity and once every four months for gas.

You will only receive a message telling you that you could save money on a different plan if the estimated annual saving is more than $50.

5.7. **Reasonable price on older contracts:**

If you are on a customer retail contract that is four years or older and meets the Energy Retail Code of Practice definition of an older customer retail contract, we will review your tariffs at least once every 12 months to make sure you are paying a reasonable price for your energy.

In deciding what is reasonable, we will have regard to matters required by the Code, including our lowest-cost generally available plan for new customers, the median price paid by our customers, the Victorian Default Offer for electricity (or relevant standing-offer and market information for gas, where applicable), the value of benefits under your contract, and any other matter specified by the Commission.

For electricity, a price at or below the Victorian Default Offer is deemed to be reasonable. If we identify 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 what we know about your energy use and payment history, so that you pay a reasonable price.

Before any switch, we will give you a written notice in plain English using your preferred communication method where nominated, explain the proposed plan and any benefits you may lose, and give you 10 business days from receiving the notice to opt out. We will not charge you for the switch or any early termination of your previous contract, and any government concession or rebate you receive will continue.

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 a 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 payment.

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.

6.7. **Protections for older contracts:**

Conditional discounts, including pay-on-time discounts, must not exceed a reasonable estimate of the costs we incur or are likely to incur because the relevant condition is not met, in accordance with the Energy Retail Code of Practice and the Commission's applicable guideline.

If a term of your contract provides a conditional discount that is inconsistent with this limit, we will still apply that conditional discount even if the relevant condition is not met.

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. What else will we do

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

a) Energy audits: We may arrange a phone or home visit 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.

8.2. If you are or are entitled to assistance under our Family Violence Policy, we will take into account your unique needs and circumstances.

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

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

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

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

8.7. 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.

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

8.9. **We will not** ask you to provide any personal or financial information as a condition to the provision of the above assistance.

8.10. **Concessions:**

We will seek information to determine whether you are eligible for an energy concession whenever it is reasonable to do so having regard to your circumstances, and always when you enter into a customer retail contract with us, when you request a switch to another customer retail contract with us, when you first contact us for standard or tailored assistance, and as soon as practicable if you are affected by family violence, using a safe method of communication.

When we become aware that you hold or are eligible for an energy concession, we will take all reasonable steps to ensure that you receive it.

If we become aware that you are no longer eligible for a concession, we will contact you as soon as practicable to tell you that the concession will no longer be applied to your bills and how to update your concession eligibility information. If you do not respond to that initial contact, we will attempt to contact you a second time.

9. When does this assistance end?

9.1. 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.

9.2. 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.

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

9.4. 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.

10. Complaints

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

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

10.3. 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.

10.4. The front page of your bill also includes the Energy and Water Ombudsman (Victoria) phone number, so this free and independent dispute resolution service is easy to find.

11. Privacy

11.1. 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.

11.2. You can check our Privacy Policy at www.floenergy.com.au to find out how we handle and manage your personal information. We can also send you a copy by mail or email.

12. Contact us

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

12.2. If you would like a copy of this Hardship Policy you can download it from www.floenergy.com.au or by contacting us on 1800 573 388.

12.3. If you need an interpreter, please call Translating and interpreting service (TIS): 131 450

12.4. If you are hearing impaired, you can visit NRS or contact 133 677.

12.5. 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.

12.6. 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.

13. Version control

This policy shall be reviewed and updated as required, or at least every two years to ensure its continued effectiveness and compliance with applicable laws and regulations.

Version	Description	Date
1	Initial draft	28/11/2023
2	Updated contact details	29/07/2024
3	Updated to reflect the Essential Services Commission's Energy Retail Code of Practice reforms (Energy Consumer Reforms Final Decision, 30 September 2025), effective 1 July 2026 and 1 October 2026 - submitted for Commission approval	23/09/2026