FLOENERGY.COM.AU

Family Violence Policy

Flo Energy Australia Pty Ltd

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1. Policy statement

1.1. Our organisation recognises that family violence is a serious and widespread issue that affects the whole community.

1.2. We are committed to providing customers affected by family violence with confidential support and flexible payment arrangements to help manage their needs. The safety of affected customers is our primary concern in all our interactions and service delivery.

1.3. We are committed to making sure that this policy remains effective, up to date, and aligned with best practice. We will review this policy at least once every 12 months, or sooner if there are significant changes to legislation, regulatory guidelines, or customer needs.

1.4. To support continuous improvement, we will:

1.4.1. Collect internal data on the application of this policy (e.g. number of customers supported, referrals made, staff training completed)

1.4.2. Monitor feedback from affected customers and staff involved in delivering this policy

1.4.3. Conduct internal audits of our systems and procedures to ensure they are fit for purpose

1.4.4. Use this information to evaluate the effectiveness of the policy and identify any areas for improvement

1.5. The outcomes of these evaluations will inform future training, process updates, and refinements to this policy.

1.6. We have a number of resources set out in this Policy.

For immediate support, you can contact 1800 RESPECT on 1800 737 732.
This is the National Sexual Assault, Domestic Violence Counselling Service 24-hour helpline.

If you require urgent help from the police, fire, or ambulance, call 000.

2. Purpose

2.1. Our objective as an energy retailer is to reduce the risk of harm to our customers who are experiencing or who have experienced family violence. We do this by:

2.1.1. Designing our systems and processes in a way that reduces the risk of harm;

2.1.2. Reducing the barriers to customers who are seeking help, assistance or

2.1.3. information under this Policy;

2.1.4. Adopting the measures set out in this Policy; and

2.1.5. Demonstrating our commitment to support customers at all levels within our business, including from senior leadership.

2.2. The purpose of this policy is to:

2.2.1. Reduce the risk of harm to our customers experiencing family violence;

2.2.2. Provide safe, flexible and confidential support for customers affected by family violence; and

2.2.3. Demonstrate our commitment to addressing family violence at all levels of our business.

3. Publication and access

3.1. 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. It is available in accessible formats, including large print and screen-reader compatible versions. If you need this policy in another format or language, please let us know and we will work with you to provide appropriate assistance.

3.2. We recognise that there are many forms of family violence. Family violence is any behaviour that occurs in family, domestic or intimate relationships that is physically or sexually abusive; emotionally or psychologically abusive; economically abusive; threatening or coercive; or is in any other way controlling, that causes a person to live in fear for their safety or wellbeing or that of another person. Family violence is also defined as behaviour by any person that causes a child to hear or witness or otherwise be exposed to the effects of the above behaviour.

4. Scope

4.1. This policy applies to both current and former small customers of Flo Energy Australia Pty Ltd (Flo Energy) who may be affected by family violence.

5. Your rights

Our customers who are impacted by family violence have the following rights to:

5.1. Receive support from our employees in a respectful and supportive manner.

5.2. Have your personal information handled securely, privately, and sensitively.

5.3. Choose a safe method of communication of your preference. We offer a variety of communication channels, such as email, phone, and secure messaging, to suit different needs and comfort levels.

5.4. Access information about external family violence support services. We will maintain an updated list of external family violence support services and make it easily accessible.

5.5. Appoint an authorised representative or a support person to act on your behalf. We will implement a secure verification process for authorised representatives to ensure they are legitimate.

5.6. Remove the joint account holders and, if needed, set up a new account in your name (if required). We will implement a simplified, expedited process for removing joint account holders and setting up new accounts.

5.7. Receive payment assistance support, including access to the assistance under our Hardship Policy. We won't charge you anything to change details on your account.

5.8. Avoid the need to repeatedly disclose your circumstances and receive continuity of service. If you are comfortable with us doing so, we will assign you a dedicated contact and backup contact within our organisation. You can request a change to who your contacts are at any time.

5.9. Account security options: we will implement additional account security measures as set out below. These are designed to keep your account safe.

6. Contractual Protection

In accordance with the National Energy Retail Rules (NERR):

- We will not be in breach of your customer retail contract if we are unable to meet a contractual obligation because we are complying with our obligations under Part 3A of the NERR.
- You will not be treated as being in breach of your contract if you are unable to meet a contractual requirement because you are using your preferred method of communication with us in accordance with the NERR.
- If any term of a market retail contract is inconsistent with the way this Family Violence Policy applies to you, that contract term will not apply to the extent of the inconsistency.
- We will ensure that you can continue to receive energy services under a customer retail contract in accordance with the NERR while you are being supported under this policy.

7. What we will do

7.1. We will implement a robust and meaningful intersectional approach to our customer relationships which will include induction training, workplace resources, refresher training, and collecting client and staff feedback with the aim of continually improving.

7.2. We have systems and controls in place to effectively identify customers experiencing family violence and also internal processes to avoid an affected customer from having to repeat their situation during subsequent interactions providing for effective ongoing engagement.

7.3. This includes implementing a secure process that: (a) enables staff to readily assess whether a customer may be an affected customer by reference to potential indicators of family violence; (b) flags affected customer accounts in our system so they are readily identifiable during subsequent contact; (c) restricts access to flagged accounts to designated trained staff on a need-to-know basis; and (d) assigns a dedicated contact person where requested by the customer.

7.4. We will manage all engagement with affected customers in a respectful, understanding, and sensitive manner.

7.5. We will handle information pertaining to customers affected by family violence securely and confidentially and restrict staff access to sensitive information.

7.6. We will ensure that customer consent is obtained before disclosing their personal information to a third party in line with our Privacy Policy (unless required under law).

7.7. We will contact emergency services (police and/or ambulance) on request by the customer or if they believe further assistance is needed.

7.8. We will take your specific circumstances into account and discuss a safety plan with customers who have disclosed family violence to confirm and ensure the safety of the customer and their children.

7.9. We will provide information regarding government support programs, including concessions and the availability of external family violence support services (see below).

8. Training

8.1. Ongoing training is provided to every person (including employees, agents and contractors) acting on our behalf who may engage with affected customers, managers of any person who may engage with affected customers and also anyone responsible for systems and processes that guide interactions with small customers.

8.2. The purpose of the training we provide is to ensure that we comply with this policy and our obligations under relevant law and to ensure that our customers are adequately supported and protected.

8.3. Training will cover:

8.3.1. the nature and consequences of family violence;

8.3.2. the application of this policy;

8.3.3. how to identify affected customers using the 'Recognise, Respond, Refer' model;

8.3.4. how to engage appropriately and effectively with affected customers, including when there is no direct disclosure of family violence;

8.3.5. the impact of intersectionality, and how factors such as culture, gender, disability, language, and financial dependence may shape a customer's experience of family violence;

8.3.6. how staff who are not family violence specialists can engage safely and respectfully;

8.3.7. available referral pathways to specialist support services; and

8.3.8. the importance of a flexible, customer-centred approach, including the use of non-judgemental and non-victim blaming language in all communications

8.4. Training materials will be reviewed and updated at least once a year to ensure they remain current and effective. Feedback from customers will be considered and incorporated where relevant to improve the training content and delivery.

8.5. The effectiveness of our training will be assessed on the basis of feedback from staff, and where appropriate, third parties, and based on industry best practice and guidance materials published by regulatory and other industry bodies.

9. How we secure your account

9.1. Our organisation takes our obligations regarding all of our customers' personal information seriously and we manage this in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. A copy of our Privacy Policy is available on https://floenergy.com.au/legal/privacy

9.2. We take various steps to secure your data including:

9.2.1. Restricting access to your accounts,

9.2.2. customer defined account security,

9.2.3. data masking and redaction, and

9.2.4. de-identifying correspondence.

9.3. These measures are applied based on your preferences or our assessment of your needs. Once identified as being affected by family violence, your customer record will be flagged in our system to ensure you receive the protections under this policy. Your personal information will be securely handled and will remain confidential.

9.4. Your personal information will be stored securely and will only be accessible by staff who need it to support you. The flag will remain in place until you ask us to remove it.

9.5. We may also offer additional account security measures such as a customer-defined code word, PIN identifier, or two-factor authentication to verify your identity and prevent unauthorised access to your account. We will not disclose your confidential information to any other person without your prior consent or where we are required to do so by law.

9.6. Our organisation will maintain records relating to our compliance with our obligations under the law relating to retailers and family violence. These records will be maintained for at least two years, for as long as you continue to receive assistance from us, or as long as there are any unresolved disputes.

10. What we will do about your debts

10.1. Our organisation recognises that family violence can cause financial hardship or create payment difficulties for customers, therefore we will make every endeavour to support our customers, including not taking any debt collection action or disconnection without first taking into consideration the customers' circumstances and how the process could impact them. We will aim to find a suitable solution specific to the customer's needs and offer support in accordance with our Hardship Policy available on https://floenergy.com.au/support/hardship

10.2. This will include whether other persons are jointly or severally responsible for the energy usage that may have resulted in the accumulation of any arrears. We will promptly identify situations where debt can be waived or suspended in part or in full, particularly where we assess that debt may have been accrued as a result of financial abuse.

10.3. Prior to arranging for disconnection of electricity to a customer's premises, we will ensure that we take into account the potential impact on them, considering their circumstances and any other parties that may be involved in the non-payment of any debt.

10.4. We will not arrange de-energisation unless we have formed a view that disconnection will not cause harm to you, taking into account your individual circumstances and the potential impact on your safety and wellbeing.

10.5. We will not ask for a security deposit from any customer who has or is experiencing family violence and we will waive late fees associated with late payment of a bill.

10.6. Regardless of whether or not you are in hardship, the support that we offer may include:

10.6.1. Flexible payment arrangements

10.6.2. Payment extensions

10.6.3. Enabling Centrepay as a payment method

10.6.4. Reviewing your energy plan and placing you on a more suitable plan

10.6.5. Suspending the debt

10.6.6. Providing you with energy efficiency advice

10.6.7. Suspending the collections cycle to ensure that your premises are not de-energised for an overdue bill

11. Centrepay

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

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

11.3. 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.

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

11.5. If as a result of the review an alternative contract that allows Centerpay 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.

11.6. 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.

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

12. What support is available

12.1. You can access support by contacting:

12.1.1. our customer service department through various channels such as phone, email, or in-person visit.

12.1.2. an independent financial counsellor, case worker or an external family violence support services to access resources and support.

12.2. We will ask for your preferred method of communication and record this clearly on your account. We will communicate with you using your preferred method wherever practicable.

12.3. If your preferred method of communication is not practicable, you may contact us by email, by sending us a letter, or by phone. We will keep a record of your communication preferences and how we communicate with you.

12.4. To further safeguard affected customers:

12.4.1. We will disable automated communications such as texts, emails or letters, to prevent messages being inadvertently sent to a perpetrator.

12.4.2. All communications be manually reviewed before they are sent to ensure they are delivered using your preferred communication method.

12.4.3. We will ensure that no communication is sent to a previous address if you have provided us with a new one.

13. Supporting documentation

We will never request you or a third party acting on your behalf to provide family violence evidence before providing you with support under this policy or the Rules.

14. If you have a question, complaint or feedback

14.1. At any time, if you have concerns about your well-being or need support with your energy account, please do not hesitate to contact us. You can reach us via email at hello@floenergy.com.au or by phone at 1800 57 33 88.

14.2. We take all your concerns and complaints seriously and will handle them in accordance with our Complaints and Dispute Resolution Policy available on https://floenergy.com.au/support/complaints

14.3. We welcome feedback on this policy. If you have feedback on this policy please do not hesitate to contact us.

14.4. If you are not satisfied with the outcome of our investigation, you can also contact the state-specific Ombudsman for further assistance.

14.5. See below a list of state specific energy ombudsman contact details.

Ombudsman	Contact number	Website
Energy and Water Ombudsman (VIC)	1800 500 509	www.ewov.com.au
Energy and Water Ombudsman (SA)	1800 665 565	www. ewosa.com.au
Energy and Water Ombudsman (NSW)	1800 246 545	www.ewon.com.au
Energy and Water Ombudsman (QLD)	1800 662 837	www.ewoq.com.au
Civil and Administrative Tribunal (ACT)	02 6205 4855	www.acat.act.gov.au

15. What external support is available

15.1. We will advise you of external support services, including access to a free interpreter service. (see above) We will ensure that this information is provided in a safe, respectful and appropriate manner taking your specific circumstances into consideration.

15.2. We will also maintain a list of external support services that are published on our website (see below).

15.3. We will keep this information up to date, ensuring that customers affected by family violence can easily access this assistance.

15.4. If you or someone you know is experiencing sexual abuse or family violence contact:

External support services	Contact number
National Sexual Assault, Domestic Violence Counselling Service 24-hour helpline	1800 500 509

24-hour Emergency Accommodation helpline	1800 665 565
Safe Steps (Victoria)	1800 246 545
Energy and Water Ombudsman (QLD)	1800 662 837
Civil and Administrative Tribunal (ACT)	02 6205 4855
Sexual Assault Crisis Line (Victoria)	1800 806 292
Safe At Home helpline	1800 633 937
National Violence and Abuse Trauma Counselling and Recovery Service	1800 FULLSTOP (1800 385 578)
SHE (free and confidential counselling and support)	6278 9090
Sexual Assault Support Services on 6231 1811, or after hours	6231 1817
Family Violence Crisis and Support Service	1800 608 122
Bravehearts – Sexual Assault Support for Children	1800 BRAVE 1
Kids Helpline is for young people aged 5 to 25	1800 551 800
Men's Referral Service	1300 766 491
Don't Become That Man helpline	1300 243 413
1800 RESPECT (National)	1800 737 732 (24/7)
Lifeline (National)	13 11 14 (24/7)
Men's Referral Service (National with localised support)	1300 766 491
13YARN (First Nations – National)	13 92 76
QLife (LGBTIQA+ - National)	1800 184 527 (3pm – midnight)
DVConnect - Queensland	1800 811 811 (Women 24/7) 1800 600 636 (Men 9am – midnight)
Domestic Violence Crisis Service – ACT	(02) 6280 0900 (24/7)
Women's Safety Services – South Australia	1800 800 098 (24/7)
Family Violence Counselling and Support Service - Tasmania	1800 608 122 (24/7)