



# Personal Loan Agreement

## General Terms

20 January 2014

### **Important**

This document contains part, but not all, of:

- the terms of your Personal Loan Agreement; and
- the precontractual statement that you must be given before the Personal Loan Agreement is made (if the National Credit Code applies).

The Personal Loan Agreement Details which names you as 'Customer' ('Details') contains further terms of your Personal Loan Agreement and forms part of the precontractual statement.

This document and the Details should be read together.

# Terms and Conditions

## 1. Keywords

Certain words in this agreement have specific meanings which are explained in clause 21 (Meaning of Words).

## 2. How and when the loan is made

We agree to lend you the loan amount but we only have to lend to you if:

- (a) you borrow the loan amount by the last date for borrowing shown in the Details;
- (b) you are not in default under this agreement (for example by not paying a fee);
- (c) we have verified as correct the information set out in your loan application;
- (d) we have obtained satisfactory credit reports about you;
- (e) we have carried out a credit assessment on you that is satisfactory to us;
- (f) following your loan application, nothing has happened which has led to a significant adverse change in your financial circumstances or which we reasonably believe could lead to this; and
- (g) you have provided us with any documents or information we reasonably require and we are satisfied with those documents and that information.

You authorise us to open a loan account in your name and to debit to it without first telling you:

- (a) all or any part of the loan amount; and
- (b) any other amount which you must pay under this agreement, on the day it becomes due (but if the amount is a consumer credit insurance premium your loan account will only be debited in accordance with clause 9 (Insurance)).

You owe us any amounts we debit to your loan account. You may also owe us other amounts under this agreement.

The loan amount will be drawn in a single advance (not progressively) and will be paid to those person(s), and in the amounts, specified in the Details.

## 3. Repayments

You must pay to us the loan amount and any other amount you owe us under this agreement (including interest charges, credit fees and charges, reasonable enforcement expenses, government taxes and duties and charges) by making repayments up until the last day of the loan term shown in the Details. On the last day of the loan term (or, if you default, on the day on which the balance owing on the loan account becomes due under clause 10 (Defaults)) you must pay us:

- (a) the balance owing on the loan account; and
- (b) any amounts charged, accrued or payable but not yet debited to your loan account.

You must make the repayments at the intervals set out in the Details.

We may review, at any time, the repayments you have to make.

If, in our opinion, your repayments are not sufficient to enable you to pay:

- (a) the loan; and
- (b) all interest charges; and
- (c) other moneys owing under this agreement,

by the last day of the loan term, then we may increase your repayments to ensure that this can be done.

We may also change the amount of your repayments to cover the cost of any annual insurance premium.

If you have a variable annual percentage rate loan:

- (a) the rate will be our indicator rate for variable rate personal loans specified in the Details, last published by us in the metropolitan daily press on a Monday (except Christmas Day) under the heading 'National Australia Bank Indicator Rates' less the margin specified in the Details. You may also obtain information about our indicator rates by calling 13 22 65 or by visiting nab.com.au.
- (b) on or about each anniversary of the date we lent the loan amount, we may review the amount of the repayments. We will give you notice of any change to your repayments in accordance with clause 11 (Changes to this agreement).

## 4. Interest charges

- (a) Obligation to pay

You must pay us interest charges for each day on the balance owing on the loan account for the end of that day.

We will calculate interest charges daily by applying the daily rate to the balance owing on the loan account at the end of each day. The daily rate is the annual percentage rate divided by 365.

- (b) When debited

Interest charges are debited to the loan account on the last business day of each month and on the day when the total amount owing under this agreement is finally paid.

## 5. Inactive Accounts

If you have not operated your account for three years (for example, by making repayments or redrawing funds), the account may be closed and any credit balance you have in the account will be transferred to the Commonwealth Government as unclaimed money. We will notify you at your last known address at least 30 days before any such variation takes effect.

## 6. Credit fees and charges other charges and taxes

You must pay all the:

- (a) credit fees and charges and any other fees and charges shown in the Details in accordance with the provisions of the Details; and
- (b) any government taxes, duties and charges relating to this agreement, your loan account and its operation both now and in the future, whether or not you are principally liable for these.

Without limitation, if we are liable to pay goods and services tax (GST) or any similar tax on a supply (as defined in relevant legislation) ('the supply') made in connection with this agreement, then you agree to pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

In addition, we may impose new fees and charges in connection with this agreement, your loan account and its operation subject to complying with clause 11 (Changes to this agreement).

We may retain or require payment of fees or charges or both incurred by you before this agreement ends, except third party fees or charges not incurred by us, whether or not you borrow the loan.

Enforcement expenses may become payable under this agreement in the event of a breach. We may require you to pay on demand any reasonable enforcement expenses reasonably incurred by us in enforcing this agreement.

### **7. Early repayment**

You may prepay the whole or any part of the balance owing on the loan account and any other money owing under this agreement at any time before the due date for last repayment.

If you prepay only part of the loan account early, the amount of your repayments under this agreement and the due dates for payment of the repayments remain unchanged unless we agree to change the repayments.

### **8. Redrawing**

You may redraw from your loan account if all conditions in this clause 8 have been met. Any amount you redraw becomes part of the loan amount.

If the nominal amount outstanding for a loan amount on a day is more than the balance owing on the loan account on that day (calculated by excluding any uncleared funds which have been credited to the loan account), then you may redraw on that day up to an amount determined by us to be the lower of:

- (a) that excess; or
- (b) an amount we determine.

The following conditions all need to be met before you may redraw:

- (a) neither we nor you have cancelled this option;
- (b) if there is more than one of you, each of you have signed a redraw authority in a form satisfactory to us, which authorises us to act on the instructions of any one of you in respect of exercising this option, and that authority has not been cancelled;
- (c) the redraw amount is at least a minimum amount which we determine from time to time;
- (d) you are not in default of this agreement or any other agreement with us when you request the redraw;
- (e) during the loan term, the loan amount has a variable interest rate;
- (f) your request for a redraw has been received by us in a form, and in a manner, satisfactory to us;

- (g) you have conducted the loan account in a satisfactory manner;
- (h) your loan account is not supported by a guarantee;
- (i) the redraw amount is not to be used for business purposes;
- (j) your repayments for the loan account to which the redraw relates are sufficient after the redraw to repay the total amount owing by the end of the loan term. A reference to repayments in this paragraph is to the higher of the repayments applying immediately before we receive your redraw request and an amount we determine at the time of the redraw by reference to our policy then applying to the maximum increase to repayments that we will implement following redraws;
- (k) each time you redraw or request to redraw, nothing has occurred which could adversely affect your ability to repay the total amount owing as it will exist after the redraw, in accordance with the terms of this agreement; and
- (l) you have an account with us to which we are able to credit redraw funds.

You may cancel this right to redraw at any time by notifying us to that effect. We may cancel this right to redraw at any time without prior notice to you. However, we will give you notice after we do so.

### **9. Insurance**

At your request we will arrange any insurance specified in the Details or as otherwise agreed to by us, including the renewal of any such insurance (at your request). Alternatively, you may arrange or renew any such insurance.

In all cases, you will be responsible for all insurance costs.

Where we arrange any such insurance, or arrange for the renewal of any such insurance, the premium will be debited to:

- (a) the nominated account shown in the Details or as agreed to by us; or
- (b) your loan account to the extent that:
  - we have agreed to finance the premiums; or
  - there is not enough in the nominated account.

### **10. Defaults**

You are in default if:

- (a) you do not pay a repayment, or any other amount, on time under this agreement;
- (b) you breach any other requirement of this agreement or a provision of any other agreement: you have with us
- (c) any information you give us in applying for the loan is false or, in our reasonable opinion, misleading; or
- (d) you become bankrupt or insolvent, or have an administrator appointed; or
- (e) you assign your estate to a creditor.

If you are in default, then, unless we notify you to the contrary, we may bring enforcement proceedings against you in the following circumstances:

- (a) where the National Credit Code applies to this agreement and:
  - we have given you, and any guarantor, a default notice allowing you at least 30 days from the date the default notice is taken to be given to remedy the default; and
  - the notice contains whatever is required by the National Credit Code; and
  - the default has not been remedied within that period; or
- (b) where the National Credit Code applies to this agreement and it does not require us to give a default notice or to wait until the period specified in the default notice has passed before taking proceedings against you; or
- (c) where the National Credit Code does not apply to this agreement and:
  - we have given you, and any guarantor, a default notice; and
  - the default has not been remedied.

The National Credit Code applies to this agreement if you are an individual and, at the time you sign this agreement, you intend to use the loan amount wholly or predominantly for one of the following purposes: personal, domestic or household purposes; to purchase, renovate or improve a residential investment property or to refinance credit that has been wholly or predominantly provided to purchase, renovate or improve a residential investment property.

## 11. Changes to this agreement

We may:

- (a) if you have a variable annual percentage rate, change that annual percentage rate by changing our relevant indicator rate; and
- (b) change the amount, frequency or time for payment of the credit fees and charges shown in the Details (including government charges); and
- (c) change the method by which interest charges are calculated or the frequency with which interest is charged; and
- (d) impose a new fee or charge; and
- (e) change the repayments as set out in the Details.

We may also change any of the other provisions of this agreement without your consent, but:

- (a) if you have a fixed annual percentage rate we will not change that rate during the loan term; and
- (b) if any law regulates the change, we may only change to the extent permitted by, and subject to, the requirements of that law.

If we change this agreement we will give you notice of the change(s) in the manner set out below.

	What we can change without your consent	The amount of prior notice we give you of the change	How we provide you with notice of the change
1.	Our indicator rate (where a variable annual percentage rate applies)	No later than the day of the change taking effect	By advertising the change in a newspaper circulating throughout your State or Territory.  We will also confirm particulars of any such change before or when the next statement of account is sent to you after the change takes effect
2.	The amount of credit fees and charges shown in the Details	No later than 30 days before the change takes effect	By advertising the change in a newspaper circulating throughout your State or Territory.  We will also confirm particulars of any such change before or when the next statement of account is sent to you after the change takes effect
3.	The frequency or time for payment of the credit fees and charges shown in the Details	No later than 30 days before the change takes effect	In writing to you
4.	The method by which interest is calculated or the frequency with which it is charged	No later than 30 days before the change takes effect	In writing to you
5.	Impose a new fee or charge	No later than 30 days before the change takes effect	In writing to you
6.	Any other change that we may make without your consent	No later than 30 days before the change takes effect	In writing to you

We may agree to change this agreement or to defer or waive any of these terms and conditions without creating a new contract.

## 12. Code of Banking Practice

We have adopted the Code of Banking Practice and relevant provisions of the Code apply to this facility if you are an individual or a small business customer (as defined by the Code).

You can obtain from us upon request:

- (a) information on our current interest charges and standard fees and charges relating to this facility, if any;
- (b) general descriptive information concerning our banking services including:
  - for accounts with cheque access, general descriptive information about cheques;
  - account opening procedures;
  - our obligations regarding the confidentiality of your information;
  - complaint handling procedures;
  - bank cheques;
  - the advisability of you informing us promptly when you are in financial difficulty;
  - the advisability of you reading the terms and conditions applying to each banking service we provide to you;
- (c) general descriptive information about:
  - the identification requirements of the Financial Transactions Reports Act 1988;
  - the options available to you under the tax file number legislation; and
- (d) a copy of the Code of Banking Practice.

## 13. Co-operation

You must:

- (a) give us promptly any information we reasonably ask for about your financial position;
- (b) do anything (such as producing and signing documents) that we reasonably require to give full effect to these terms and conditions; and
- (c) notify us promptly if you change your residential or postal address.

## 14. Assignment

We may assign or otherwise deal with our rights or beneficial interests under this agreement in any way we consider appropriate. You agree that we may disclose any information or document we consider necessary to help us exercise this right.

Your rights are personal to you and may not be assigned.

## 15. Payments and effective dating

If a day on which a payment must be made is not a business day then the payment must be made no later than the next business day.

For the purposes of payments under this agreement a day ends at 4.00pm.

Subject to any National Credit Code (where it applies), we may assign any date we consider appropriate to a debit or credit to your loan account or nominated account (but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred) or may adjust such a debit or credit for the purpose of correction.

## 16. Notices

A notice must be in writing.

If you wish to give us a notice, you may send it by post, facsimile transmission or some other form of electronic transmission to, or leave it with any of our officers at:

- (a) the branch named in the Details; or
- (b) any other branch we tell you; or
- (c) our registered office.

If we wish to give you a notice, we may:

- (a) deliver it personally to each of you; or
- (b) leave it at, or send it by post, facsimile transmission or some other form of electronic transmission to the address nominated by you in writing to us, or if you do not nominate an address, to the place of residence or the postal address of each of you last known to us. However, if, in accordance with the National Credit Code, you have nominated a person to receive notices on your behalf we may give you notices, except default notices, in accordance with your nomination;
- (c) give it in any other way permitted by law.

For the purposes of this agreement a notice is taken to be given:

- (a) in the case of a notice given personally – on the date it bears or the date it is received by the addressee, whichever is the later; or
- (b) in the case of a notice sent by post – on the date it bears or the date it would have been delivered in the ordinary course of post, whichever is the later; or
- (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission – on the date it bears or the date on which the machine from which the transmission was sent produces a report indicating that the notice was sent to the number of the addressee, whichever is the later; or
- (d) in the case of a communication given by newspaper advertisement – on the date it is first published.

We will give you a statement of your loan account every 6 months or at such lesser intervals as you and we may agree.

## 17. Read down & Severance

If a provision of this agreement is, for any reason, illegal, void, voidable or unenforceable by us, the provision is to be read down and construed as if it were varied, to the minimum extent necessary, so that the provision is not illegal, void, voidable or unenforceable by us.

If, despite reading down, a provision of this agreement is still illegal, void, voidable or unenforceable by us, and the provision would not be illegal, void, voidable or unenforceable if a word, part of a provision or the whole provision were severed, then the offending word, part or whole provision is severed, to the minimum extent necessary, and the remainder of this agreement has full force and effect.

To the extent that the National Credit Code applies to this agreement our rights and remedies under this agreement are in addition to those given to a credit provider under that legislation.

## 18. How we may exercise our rights

Where this agreement confers on us a discretion, we will exercise that discretion reasonably and in accordance with our business interests.

We may exercise a right or remedy, or give or refuse our consent or agreement to any request you make, in any way we consider appropriate including by imposing conditions.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

Our rights and remedies under this agreement are in addition to other rights and remedies provided by law independently of it.

Our rights and remedies may be exercised by any of our employees or any other person we authorise.

We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy where:

- (a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; or
- (b) such loss or damage is not a reasonably foreseeable result of any such breach.

We will not be responsible for any loss or damage resulting from a breach by you of any term of this agreement.

## 19. Certificates

We may give you a certificate regarding any matter including any amount payable in connection with this agreement. Unless there is an error in the certificate, it is evidence of the matter set out in it. Where you are aware of information to show that there is such an error, you must bring this to our attention so that the error can be corrected. Once corrected, the amended statement will be evidence of the matters set out in it.

## 20. Setting off money

Except to the extent that you have a right of set off granted by law which we cannot exclude by agreement (such as under the National Credit Code), you must pay the total amount owing in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.

We have the following rights:

- (a) We may debit to any account you have with us (including by overdrawing the account) any amount you are liable to pay us under this agreement. We may open an account in your name for this purpose.
- (b) We may, without prior notice, set off sums standing to the credit of any accounts you have with us towards satisfying any liability you have to us under this agreement.
- (c) To enable the set off, we may convert any amount denominated in a foreign currency into Australian dollars at the spot rate of exchange quoted by us at or about that time.
- (d) Our rights in this clause are additional to any other right that we have to combine your accounts or set off amounts in them.

## 21. Meaning of words

**balance owing on the loan account** means for the loan account, at any time, the difference between all the amounts credited and all the amounts debited to it at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

**business day** means a day other than a Saturday or a Sunday or a day gazetted as a public holiday throughout Australia.

**Details** means the Personal Loan Agreement Details which names you as 'Customer' and which are part of this agreement.

**loan account** means, for a loan amount, an account we establish in your name for recording all transactions in connection with it.

**loan amount** means, the amount described as such in the Details.

**loan term** means the length of the loan term as stated in the Details beginning on the date we lend any of the loan amount.

**National Credit Code** means the National Credit Code set out in Schedule 1 of the National Consumer Credit Protection Act 2009 and includes all regulations made under that legislation.

**nominal amount outstanding** means, for the loan amount on a day, that part of the loan amount which would have been outstanding if the repayments owing under this agreement had been paid on the due dates required under this agreement and no additional repayments had been made.

**settlement date** means the date we lend you any of the loan amount.

**total amount owing** means, at any time, the balance owing on the loan account at that time, plus all accrued interest charges, default interest charges and other amounts which you must pay under this agreement but which have not been debited to the loan account at that time.

**you** means the person or persons named on the front cover of the Details. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns. Your has a corresponding meaning.

**we** and **us** means National Australia Bank Limited  
ABN 12 004 044 937 and its successors and assigns.  
Our has a corresponding meaning.

A reference to:

- anything includes the whole and each part of it;
- a document includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- the words including or such as when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- the word person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

If something is to be 'satisfactory' to us, it must be satisfactory in both form and substance.

The singular includes the plural and vice versa.

Headings are for convenience only and do not affect the interpretation of this agreement.

The information statement set out on the following pages only applies to you to the extent that the National Credit Code applies to this agreement (because you are an individual and, at the time that the loan is provided to you by us, you intend to use the loan wholly or predominantly for one of the following purposes: personal, domestic or household purposes; to purchase, renovate or improve a residential investment property or to refinance credit that has been wholly or predominantly provided to purchase, renovate or improve a residential investment property).

## INFORMATION STATEMENT

### THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## THE CONTRACT

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence one year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.



### **9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at

**Telephone: 1300 780 808**  
**Email address: info@fos.org.au**  
**Website: www.fos.org.au**  
**Postal address: GPO Box 3**  
**Melbourne VIC 3001**  
**Australia**

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

## **INSURANCE**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

### **14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## **GENERAL**

### **15. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### **16. What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 18

### **17. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### **18. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT:**

**Telephone: 1300 780 808**

**Email address: [info@fos.org.au](mailto:info@fos.org.au)**

**Website: [www.fos.org.au](http://www.fos.org.au)**

**Postal address: GPO Box 3**

**Melbourne VIC 3001**

**Australia**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**