

## TERMS AND CONDITIONS

### 1. Definitions

Words and expressions defined in these Terms and Conditions bear that meaning in the Application.

- (a) **Application** means the 'Premium Funding Application' attached to these Terms and Conditions;
- (b) **Borrower** means the party named as such in Section 1 and includes the parties named in any addendum to the Application;
- (c) **Default Interest Rate** means the interest rate that is 2 per cent higher than the rate specified under section 2 of the Penalty Interest Rates Act 1983 from time to time;
- (d) **Drawdown Request** means any request by the Borrower or the Intermediary to Hunter for a Drawdown;
- (e) **Drawdown** means any advance to the Borrower by Hunter;
- (f) **Event of Default** means an event listed in clause 8;
- (g) **Facility** means the running account credit facility detailed in the Facility Terms;
- (h) **Facility Terms** means the terms governing the Facility comprised of the Application and these Terms and Conditions as amended from time to time;
- (i) **Initial Payment** means the amount specified as such in Section 3 payable by the Borrower to Hunter under clause 3(a);
- (j) **Initial Payment Due Date** means the date in Section 3 upon which the Borrower is required to make the Initial Payment;
- (k) **Insurer** means the entity named in Section 4;
- (l) **Insurance Policy/s** means all insurance policy/s from time to time the premiums for which are funded by sums drawn on the Facility;
- (m) **Interest Rate - Flat Rate** is the rate calculated as the Total Cost of Credit excluding the fees divided by the premium being funded. It does not take into account the Loan Term or the reducing balance of the Loan;
- (n) **Interest Rate - Annual Percentage Rate (APR)** is the rate that is used to calculate the cost of the Loan taking account of the reducing balance of the Loan Amount, expressed as an annual rate. For the purposes of calculating the APR, the cost of the Loan is exclusive of fees. The APR is indicative and assumes the loan starts on the inception date of the Insurance Policy(ies) being funded. The Total Repayment Amount (including Application Fee) will not exceed the sum shown even though the APR will differ if the date of acceptance of the Application is later than the inception date of the Insurance Policy. The APR is not a term of the offer and is provided to allow only a simple comparison of insurance premium funding products
- (o) **Intermediary** means the Borrower's insurance intermediary;
- (p) **Loan Amount** means the amount specified as such in Section 2;
- (q) **Monthly Instalment Amount** means the amount specified as such in Section 3 payable by the Borrower to Hunter as varied from time to time;
- (r) **Premium Refund** means any refund of premium paid or payable by the Insurer in respect of an Insurance Policy/s;
- (s) **Privacy Act** means the Privacy Act 1988 (Cth);
- (t) **Section** means a numbered section on the Application;
- (u) **Security** means any mortgage, charge, pledge, lien, hypothecation, security interest, assignment, guarantee and indemnity or any other encumbrance or charge, including any security granted under clause 4;
- (v) **Terms and Conditions** means these terms and conditions as amended from time to time;
- (w) **Total Cost of Credit** is the total amount the Borrower will pay in Credit Charges, the Application Fee, Intermediary Remuneration and Other Fees for the Loan. (It does not include fees and other charges you can avoid, such as interest at a default interest rate on overdue amounts, Late Payment Fees and Dishonour Fees);
- (x) **Total Repayment Amount** means the total amount you will pay to Hunter, comprising the Loan Amount and Total Cost of Credit specified in Section 2;
- (i) the Initial Payment;
- (ii) all liabilities, losses, costs and/or expenses incurred by Hunter to fund, or in funding, the Total Loan Amount and
- (iii) all other monies payable by the Borrower to Hunter.

### 2. Loan

The Borrower must furnish to Hunter when requested all required information about the Borrower or its business in the form required for the assessment of the Application and at any time whilst the Total Repayment Amount remains unpaid.

- (a) Acceptance by Hunter of the Application and/or a Drawdown Request will be made by way of Hunter advancing all or part of the Total Repayment Amount or Drawdown to the Intermediary or the Insurer as the case may be. It is the Borrower's responsibility to update Hunter when there is a change in the Borrower's details, including but not limited to a change in contact details.
- (b) The Borrower may request Hunter to make Drawdowns by procuring delivery by the Intermediary to Hunter of a Drawdown Request or electronically via EasyFund. All Drawdowns are subject to these Facility Terms.
- (c) Hunter may in its sole discretion decline the Application or any Drawdown Request.

### 3. Repayment

The Borrower will repay the Total Repayment Amount to Hunter as follows unless otherwise directed by Hunter:

- (a) the Borrower will pay the Initial Payment to Hunter on the Initial Payment Due Date; and
- (b) on the consecutive monthly instalment date in Section 3 of each month after the Initial Payment Due Date, the Borrower will pay the Monthly Instalment Amount to Hunter until the Total Repayment Amount has been repaid in full.

### 4. Security

- (a) To secure the payment to Hunter of the Total Repayment Amount, the Borrower assigns absolutely to Hunter all monies paid or payable under the Insurance Policy/s (including any Premium Refund) and further, assigns absolutely to Hunter its right to cancel the Insurance Policy/s.
- (b) In addition to the assignment under clause 4(a) and subject to the terms of any prior existing Security granted by the Borrower, the Borrower must provide and/or procure the provision to Hunter of any Security as required by Hunter from time to time to secure payment of the Total Repayment Amount.
- (c) Whilst any part of the Total Repayment Amount is unpaid, and/or whilst the Borrower remains indebted to Hunter under any other agreement, the Borrower must:
  - (i) not do, or allow to be done, anything which might prejudice the assignment under clause 4(a) or any Security granted to Hunter
  - (ii) promptly give Hunter a full copy of any notice issued in relation to the Insurance Policy/s which comes into the Borrower's power, possession or control and promptly responded to all queries made by Hunter; and
  - (iii) ensure that the Insurance Policy/s will remain free from any Security other than those granted to Hunter.
- (d) The Borrower irrevocably directs the Insurer to make all payments of Premium Refund and all other monies payable under the Insurance Policy/s directly to Hunter upon request. The Borrower must immediately remit to Hunter any and all monies paid to it directly by the Insurer under any Insurance Policy. Hunter agrees to apply all such payments received by it in reduction or satisfaction (as applicable) of the Total Repayment Amount and to pay the balance (if any) to the Borrower.

### 5. Power of Attorney

The Borrower irrevocably appoints Hunter as its true and lawful attorney with the power:

- (a) at any time to:
  - (i) sign all documents and do all things necessary on behalf of the Borrower in the discharge of its obligations under these Facility Terms;
  - (ii) complete or correct any information on or missing from the Application;
  - (iii) to appoint substitutes and otherwise delegate its rights (including this right of delegation); and
- (b) after an Event of Default (in addition to the above powers), to do anything that the Borrower may lawfully do in relation to the Facility and the Insurance Policy/s, including to cancel any Insurance Policy/s, to apply for a Premium Refund and to receive all other monies payable to the Borrower under any Insurance Policy.

### 6. Intermediary

- (a) The Borrower warrants that it has appointed the Intermediary as its agent with authority to sign all documents and do all things necessary in connection with the Facility including completion and lodgment of Drawdown Requests.
- (b) The Borrower acknowledges that in order to provide the Facility Hunter relies on the information and documentation provided by the Intermediary. The Intermediary does not act as agent for Hunter and cannot bind Hunter. Hunter has no responsibility or liability whatsoever to the Borrower for the conduct of the Intermediary.
- (c) Unless otherwise advised by the Borrower to Hunter in writing, Hunter may provide all notices and documents to be provided to the Borrower to the Intermediary as agent of the Borrower and the Intermediary must immediately forward them to the Borrower unless otherwise directed.
- (d) The Intermediary may receive a payment in relation to the arrangement of the Loan from Hunter. The payment will be in the form of a commission or fee or a combination of both. The commission is based on a percentage of the Insurance Policy(ies) being funded including all government charges. Any commission or fee payable to the Intermediary is paid after the acceptance of the Application premium funding loan contract.
- (e) Without limiting the generality of clause 6(a), whilst any part of the Total Repayment Amount remains unpaid, the Borrower irrevocably directs the Intermediary to:
  - (i) Immediately remit to Hunter any Premium Refund and or any other monies paid or payable to the Borrower under any Insurance Policy;
  - (ii) terminate the Insurance Policy and apply for a Premium Refund at Hunter's request; and
  - (iii) negotiate with the Insurer in respect of any claim made under the Insurance Policy and to promptly notify Hunter of any claim made or proposed under the Insurance Policy, and to keep Hunter informed of the progress and outcome of such claim.
- (f) a fee of \$75.00 will be charged to the Borrower upon cancellation of the Facility due to default by the Borrower. The Borrower agrees and acknowledges that this is a reasonable sum reflecting the additional administrative costs incurred by Hunter by reason of the default.

### 7. Electronic Transactions

- (a) Hunter consents to receiving from the Borrower information and any signatures in electronic form.
- (b) The Borrower:
  - (i) consents to being given information in electronic form by Hunter; and
  - (ii) acknowledges that anything done electronically in connection with the Application and/or the Facility is as valid and enforceable as if it were done other than by electronic means.

## 8. Events of Default

If:

- (a) Hunter reasonably believes that there is a material adverse change in the Borrower's financial condition or if Hunter suspects on reasonable grounds that it will not be able to recover the Total Repayment Amount in full from the Borrower or pursuant to any Security;
- (b) the Borrower fails to pay any amount due under these Facility Terms or any other amount owed to Hunter under any other agreement within seven days of falling due;
- (c) the Insurance Policy/s is cancelled, surrendered or varied without the prior written consent of Hunter;
- (d) subject to the provisions of the Corporations Act:
  - (i) a court order is made for the winding up of the Borrower or if a resolution is passed or proposed to be passed to wind up the Borrower;
  - (ii) an administrator or receiver is appointed or Hunter believes on reasonable grounds that there is a likelihood of a receiver being appointed in respect of any part of the property of the Borrower;
  - (iii) the Borrower commits an act of bankruptcy as defined in section 40 of the Bankruptcy Act 1966 (where the Borrower is a natural person);
  - (iv) a warrant of distress is issued or levied against the Borrower or any of its property;
  - (v) an external controller (other than a liquidator) is appointed to the Borrower and that external controller does not confirm in writing within 14 days of being appointed that the Borrower will continue to perform its obligations under the Facility Terms.
- (e) the Borrower is in breach of any part of these Facility Terms or any other agreement with Hunter; or
- (f) there is a claim for total substantial loss of any property under any Insurance Policy/s and policy is cancelled by the underwriter, then the Borrower will have committed an Event of Default.

## 9. Consequences of Default

Upon an Event of Default occurring:

- (a) the Total Repayment Amount will become due and payable within 7 days of the date of the default and
- (b) Hunter may, after a period of 7 days from the date of the default, cancel any Insurance Policy/s and appropriate any Premium Refund, terminate the Facility and exercise all of its rights and remedies under these Facility Terms and under any Security.

## 10. Default Interest

Where any sum payable to Hunter is not received by, or as directed by Hunter when due, the Borrower will pay interest to Hunter at the Default Interest Rate and such interest will:

- (a) accrue on the Total Repayment Amount which is then due and owing up to but excluding the date of payment thereof; and
- (b) be computed on a daily basis for actual days elapsed and compounded on the last day of each month.

## 11. Certificate

A statement in writing signed by a director, secretary or officer of Hunter stating the Total Repayment Amount, or any amount due to Hunter or any other act, matter or thing arising in connection with the Facility as at any date or dates set out in that statement will be conclusive evidence of the facts so stated in the absence of manifest error.

## 12. Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

## 13. Indemnity

The Borrower will indemnify Hunter against all reasonably incurred costs, expenses, duties, fines, penalties, losses and liability and taxes incurred by Hunter:

- (a) in funding the premiums or taking any Security or in connection with any other transaction contemplated by these Facility Terms;
- (b) in collecting the Total Repayment Amount or pursuant to an Event of Default; and/or
- (c) in the exercise of its rights under these Facility Terms and under any Security.

## 14. Continuing Authorisation of Intermediary's

The Borrower has authorised the Intermediary to make further applications to Hunter for funding of the insurance premiums to renew or add Insurance Policies on the application. The Parties agree that the Direct Debit or Credit Card Requests will apply to any payments arising through the operation of this clause. The Parties agree that this authorisation will continue for the term of this Facility and any future Facilities unless terminated by written notice by the Borrower.

## 15. Miscellaneous

In these Facility Terms:

- (a) words importing a gender include other genders;
- (b) terms which are capitalized in these Terms and Conditions but not defined in clause 1 refer to words or amounts stated in the Application and/or Drawdown Request(as applicable)
- (c) a provision or right created under the Facility Terms may not be waived or varied except in writing signed by the party to be bound;
- (d) any covenant or agreement on the part of one or more persons shall bind them jointly and severally;
- (e) where no time is specified for payment of any amount payable in connection with the Facility, that amount shall be payable on demand; and
- (f) time is of the essence
- (g) any expiry or termination of the Facility does not affect the rights of a party arising prior to the termination or expiry.
- (h) Repayment of a Loan before the expiry of the Loan Term is permissible if requested by the Borrower for any Insurance Policy cancellable by the Borrower and will be paid on the receipt of the "pay out amount" as determined by Hunter.

## 16. Anti-Money Laundering and Counter Terrorism

(a) The Borrower acknowledges that Hunter has obligations under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (and associated legislation) (AML/CTF Obligations) and in performing those obligations may:

- (i) freeze or block the Borrower's account if it is, or is suspected to be, involved in money laundering, terrorism financing or associated activities (Prohibited Activities);
  - (ii) collect and disclose the Borrower's personal information in accordance with Hunter's obligations under the Privacy Act' and/or
  - (iii) collect information about the Borrower from, and disclose such information to, third parties, and agrees that Hunter is not responsible for any loss or damage whatsoever caused by or suffered as a result of Hunter performing its AML/CTF Obligations and the borrower indemnifies
  - (iv) Hunter from all liability arising in connection with Hunter's performance of its AML/CTF Obligations.
- (b) The Borrower agrees:
- (i) to comply with all reasonable requests for information to assist Hunter to comply with its AML/CTF Obligations;
  - (ii) to immediately notify Hunter of anything that may be associated with Prohibited Activities;
- and
- (iii) that it has no reason to suspect that any payments made in relation to the Facility are related to a Prohibited Activity.

## 17. Representations and Warranties

(a) The Borrower warrants that:

- (i) all co-insureds are named in the Application;
  - (ii) all co-insureds have read and understood the Facility Terms;
  - (iii) the signatory to the Application has the authority to execute the Application and bind all co-insureds; and
  - (iv) it will immediately notify Hunter on becoming aware that a co-insured is not named on the Application.
- (b) The Borrower agrees that Hunter may add any co-insured to the Facility upon becoming aware of the existence of a co-insured whether Hunter became aware of the co-insured through a notification from the Borrower or other means. Hunter will advise the Borrower in writing when adding a co-insured and it is the Borrower's responsibility within 5 days of such notification to inform Hunter if an error has been made.
- (c) The Borrower acknowledges that all co-insureds (whether named in the original Application or added subsequently) are jointly and severally liable for compliance with the Facility Terms.
- (d) If the Borrower is a trustee of a trust (Trust), the Borrower acknowledges and agrees that:
- (i) it is liable under the Facility Terms in its personal capacity as well as in its capacity as trustee;
  - (ii) it is the only trustee of the Trust;
  - (iii) no action has been taken or proposed to remove it as trustee of the Trust;
  - (iv) it has the power and authority to enter into and observe its obligations under the Facility and it has entered into the Facility for the benefit of the beneficiaries of the Trust;
  - (v) it has a right to be indemnified out of the property or fund of the Trust in respect of obligations incurred by it under the Facility subject always to the terms of the trust deed for the Trust; and
  - (vi) it is not in default under the relevant trust deed.

## 18. Disputes

The Borrower may contact Hunter's customer service team on 1300 HUNTER (486 837) or via email [cst@hpf.com.au](mailto:cst@hpf.com.au) if it has any questions or concerns in relation to the Facility. If the matter involves a dispute which Hunter is unable to resolve, the Borrower may contact the Australian Financial Complaints Authority ([www.afca.org.au](http://www.afca.org.au) / 1800 931 678 / [info@afca.org.au](mailto:info@afca.org.au)) which offers a free and independent resolution process between customers and financial service providers.