

## 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 completed and signed by the Borrower;
- (b) APR means the Annual Percentage Rate specified in the Application;
- (c) Borrower means the party named as such in the Application;
- (d) 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;
- (e) Drawdown Request means any request by the Borrower or the Intermediary to Hunter for a Drawdown;
- (f) Drawdown means any advance to the Borrower by Hunter;
- (g) Event of Default means an event listed in clause 8;
- (h) Facility means the running account credit facility detailed in the Facility Terms;
- (i) Facility Terms means the terms governing the Facility comprised of the Application and these Terms and Conditions as amended from time to time;
- (j) Hunter means Hunter Premium Funding Limited (trading as Hunter Premium Funding) ABN 80 085 628 913 and its successors and assigns;
- (k) Initial Payment means the amount specified as such in the Application and payable by the Borrower to Hunter under clause 3(a);
- (l) Initial Payment Due Date means the date specified in the Application upon which the Borrower is required to make the Initial Payment;
- (m) Insurer means the entity named as the insurer in the Application;
- (n) Insurance Policy/s means all insurance and ancillary policy/s from time to time the premiums for which are funded by sums drawn on the Facility;
- (o) Interest Rate - Flat Rate is the rate which expresses the Total Cost of Credit excluding the application fees as a percentage of the premium being funded. It does not take into account the Loan Term or the reducing balance of the loan;
- (p) Interest 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 offer is later than the inception date of the insurance policy. The APR is not a term of the offer and is provided for information purposes only;
- (q) Intermediary means the Borrower's insurance intermediary;
- (r) Loan Amount means the amount specified as such in the Application;
- (s) Monthly Instalment Amount means the amount specified as such in the Application and payable by the Borrower to Hunter as varied from time to time;
- (t) Premium Refund means any refund of premium paid or payable by the Insurer in respect of an Insurance Policy/s;
- (u) Privacy Act means the Privacy Act 1988 (Cth);
- (v) Privacy Disclosure means the Privacy Disclosure included attached to these Facility Terms.
- (w) Section means a numbered section on the Application;
- (x) 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.;
- (y) Terms and Conditions means these terms and conditions as amended from time to time;
- (z) Total Cost of Credit is the total amount you will pay under the Facility in interest and fees for the Loan. (It does not include any merchant fee payable for a credit card transaction nor does it include any fees and other charges you may pay if you do not perform your obligations under the Facility, such as interest at a default interest rate on overdue amounts and dishonour fees);
- (aa) Total Repayment Amount means the total amount you will pay to Hunter, if you perform all of your obligations on time, comprised of the Loan Amount and Total Cost of Credit specified in Section 2.

### 2 Loan

- (a) The Borrower must provide to Hunter any information reasonably requested by Hunter 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.
- (b) The Borrower is authorised to submit the Application on behalf

of the Borrower(s) named in the Application and that all information provided to Hunter, either directly or through the Intermediary, is true and correct.

- (c) The Total Repayment Amount, Monthly Instalment Amount and Number of Instalments is subject to change from time to time by mutual agreement in the ordinary operation of the Facility and/or following an Event of Default.
- (d) 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 Premium or Drawdown to the Intermediary or the Insurer as the case may be.
- (e) 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.
- (f) Hunter may in its sole discretion decline the Application or any Drawdown Request.
- (g) The Borrower acknowledges that the Facility must be used solely to pay insurance premiums and /or related Intermediary or other charges.

### 3 Initial Payment and Repayment

The Borrower will repay the Total Repayment Amount to Hunter as follows unless an Insurance Policy/s is terminated earlier or unless otherwise directed by Hunter:

- (a) The Borrower will pay the Initial Payment to Hunter on the Initial Payment Due Date. The Borrower must pay this Initial Payment before Hunter advances all or part of the Total Repayment Amount to the Intermediary or an Insurer; and
- (b) on the consecutive monthly instalment date specified in the Application, in 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.
- (c) Where premiums for more than one Insurance Policy are funded under this Facility and an Insurance Policy is terminated early by the Borrower or by Us in accordance with clause 11 or clause 9(c), then:
  - (i) the Total Repayment Amount will be adjusted by Hunter (acting reasonably) taking into consideration the Total Premium of the remaining Insurance Policy or Insurance Policies;
  - (ii) Hunter will notify the Borrower in writing of the adjusted Total Repayment Amount within 7 days of the termination of an Insurance Policy; and
  - (iii) the Borrower will repay the adjusted Total Repayment Amount in accordance with the provisions of this clause 3.

### 4 Security

- (a) To secure the payment to Hunter of the Total Repayment Amount, the Borrower assigns to Hunter (i) all monies which are paid or payable under the Insurance Policy/s (including any Premium Refund); and (ii) 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, to secure payment of the Total Repayment Amount, the Borrower must provide and/or procure the provision to Hunter of any Security affecting any of the Borrower's rights under or in connection with the Insurance Policy/s as reasonably 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 the rights 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 the relevant Insurance Policy. Hunter agrees to:
  - (i) if such remittance is made during the operation of the relevant Insurance policy, 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; or
  - (ii) if such remittance is made after the termination of the relevant Insurance Policy, apply all such payments

received by it in satisfaction of the amount owing under the Facility up to the date of cancellation of the relevant Insurance Policy/s and pay the balance (if any) to the Borrower.

## 5 Power of Attorney

In the event of default (as defined in clause 8) 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 lodgement of Drawdown Requests unless it has indicated in the Application that this is not the case.
- (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 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 if the Application is accepted by 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 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) subject to the provisions of clause 9(c) below, terminate the relevant Insurance Policy/s 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/s 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.

## 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 which would affect its ability to perform under this agreement, 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 within 7 days of the amount becoming due for payment;
- (c) Subject to the statutory stay provisions in the Corporations Act 2001, the Insurance Policy/s is varied without the prior written consent of Hunter;
- (d) the Borrower commits an act of bankruptcy as defined in section 40 of the Bankruptcy Act 1966 (where the Borrower is a natural person);
- (e) a warrant of distress is issued or levied against the Borrower or any of their property;
- (f) the Borrower is in material breach of any part of these Facility Terms or any other agreement with Hunter and that breach is not remedied within 14 days of Hunter giving a notice of demand requiring remedy of that breach; or
- (g) there is a claim for total or substantial loss of any property under an Insurance Policy/s,

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 immediately become due and payable without further demand or notice to the Borrower; and
- (b) subject to paragraph (c) below, Hunter may, without notice to the Borrower terminate the Facility and exercise all of its rights and remedies under these Facility Terms and under any Security.
- (c) Hunter may terminate an insurance Policy/s and appropriate any Premium Refund but only if:
  - (i) the Borrower has failed to make a payment due under the Facility;
  - (ii) Hunter has notified the Borrower in writing that the relevant Insurance Policy/s may be cancelled unless the outstanding payment(s) is made within 14 days of receipt of the notice; and
  - (iii) the Borrower fails and/or refuses to make the payment(s) due within 14 days of when receipt of the written notice from Hunter is taken to have occurred. A notice will be taken to be received 2 Business Days after it is sent by Hunter.
- (d) Notwithstanding any other clause in these Facility Terms, where the Insurance Policy/s is terminated by Hunter in accordance with clause 9(c) above, or is otherwise cancelled or terminated, whether by Hunter, the Borrower or the Insurer, the Borrower must pay Hunter the total of all Monthly Instalment Amounts and any accrued interest and fees after deducting what the Borrower has already paid Hunter and any Premium Refund. However, such amount as so calculated can never exceed an amount equal to any outstanding instalments and accrued interest and fees (which, for the avoidance of doubt, must not include a cancellation fee) which fell due under these Facility Terms not later than the cancellation or termination.

## 10 Default Interest

Where any sum payable to Hunter is not received by, or as directed by Hunter when due, and the relevant Insurance Policy/s is still in operation then 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 Early repayment

If an Insurance Policy the subject of this Facility is issued on terms that permit the Borrower to cancel it, the Borrower may cancel it but in that case:

- (a) Subject to paragraph (f), at the time of cancellation of the Insurance Policy the outstanding balance of the Loan and interest accrued to the date of cancellation will become immediately due and payable;
- (b) The Borrower must immediately take any steps reasonably within its power to ensure that the Insurer/broker pays to Hunter any refund of premium or other amount then payable by the Insurer under the Insurance Policy on cancellation;
- (c) Hunter must apply any amount it receives from the Insurer/broker in reduction of the amounts payable by the Borrower to Hunter under paragraphs (a) and (b) above;
- (d) If the amount that Hunter receives from the Insurer/broker on cancellation exceeds the amounts payable by the Borrower under paragraphs (a) and (b) above, Hunter must pay to the Borrower an amount equal to that excess; and
- (e) If the amount that Hunter receives from the Insurer on cancellation is less than the amounts payable by the Borrower under paragraphs (a) and (b) above, Hunter will not make any claim against the Borrower for the difference.

## 12 Privacy, Credit Reports and Information and Identification

- (a) The Borrower authorises Hunter to make enquiries about the Borrower to enable Hunter to assess the Application and authorises any person holding commercial credit information about the Borrower to disclose it to Hunter.
- (b) Hunter may disclose information as per s.18E of the Privacy Act to, and obtain a credit report from, a credit reporting agency to assess the Application and to assist in collecting overdue payments under these Facility Terms.
- (c) For the avoidance of doubt, the authorities in this clause 12 extend to enquiries and disclosures about any natural person signing the Application for and on behalf of the Borrower.
- (d) The Borrower authorises Hunter to provide to any Intermediary involved in arranging any Insurance Policy access from time to time to any report or information about the Facility. If the Borrower is or includes a natural person, the Borrower must ensure that each natural person:
  - (i) is aware that if his/her personal information is not provided to Hunter, then Hunter may be unable to accept the Application, and that the information is provided to Hunter for the purpose of the Borrower applying for insurance premium funding and for verifying that information, and that subject to the Privacy Act 1988 he/she can request access to that personal information and;
  - (ii) gives Hunter any privacy authorisation in the form required by Hunter.
- (e) The Borrower will supply and/or procure the supply to Hunter upon demand all required information for the identification of the Borrower and all relevant persons associated with the Borrower to enable Hunter to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

## 13 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.

## 14 Indemnity

The Borrower will indemnify Hunter against all costs, expenses, stamp duty, 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 or delay in exercise of any of its rights under these Facility Terms and under any Security, but the Borrower has no liability under this clause to the extent that it arises from the mistake, negligence, fraud or wilful misconduct of Hunter.

## 15 Continuing Authorisation of Intermediary

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 pursuant to that authorisation. 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.

## 16 Miscellaneous

In these Facility Terms:

- (a) words importing any gender include the other gender;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing persons include corporations;
- (d) terms which are capitalised in these Terms and Conditions but not defined in clause 1 refer to words or amounts stated on the Application and/or Drawdown Request (as the case may be);
- (e) any covenant or agreement on the part of one or more persons shall bind them jointly and severally;
- (f) where no time is specified for payment of any amount payable in connection with the Facility, that amount shall be payable on demand; and
- (g) time is of the essence.

## 17 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.
- (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.

## 18 Representations and Warranties

- (a) The Borrower warrants that:
  - (i) all co-insureds are named in the Application;
  - (ii) all co-insureds have read the Facility Terms and Privacy Disclosure;
  - (iii) it is named as the insured party under the Insurance Policy/s and is the only person entitled to receive any Premium Refund and any sums payable under the Insurance Policy/s;
  - (iv) if the Borrower or a co-insured provides personal information about any other individual to Hunter, it has informed the individual about the Privacy Disclosure as it relates to them, and then obtained the individual's consent to provide their personal information to Hunter;
  - (v) the signatory to the Application has the authority to execute the Application and bind all co-insureds;
  - (vi) it will immediately notify Hunter on becoming aware that a co-insured is not named on the Application; and
  - (vii) that all information it has supplied to Hunter, either directly or through its broker, is true and correct and Hunter will rely on this warranty in assessing this 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.

## **19 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.

## **20 Assignment**

- (a) Hunter may assign or transfer its rights under or in relation to the Facility without obtaining consent from the Borrower or any other party to the Loan Documents (for example for securitisation purposes). If this occurs, the Borrower agrees that:
  - (i) unless Hunter is required to under any laws, Hunter does not have to tell the Borrower if it assigns or transfer any of its rights and obligations;
  - (ii) Hunter may disclose information or documents that Hunter considers reasonably necessary to allow the assignment or transfer to occur.
- (b) The Borrower must not assign its rights or obligations the Facility to another individual or party, unless Hunter first agrees in writing.

## **21 Set off**

The Borrower must pay any amounts it owes to Hunter under or in relation to the Facility in full, without set off, counterclaim or other deductions unless the Borrower has a right to be set off granted by law which cannot be excluded.

## **22 Hardship**

If during the term of this Agreement, a borrower experiences a substantial decrease in income or financial capacity due to events beyond their control, and such hardship materially affects their ability to fulfill obligations, the borrower may be experiencing financial hardship. Hunter's financial hardship is available on the Hunter website (<https://www.hpf.com.au/support/financial-hardship.html>). To access financial hardship, 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.