

## Terms and Conditions of the Premium Finance Facility

### 1. Premium Finance Facility

Upon acceptance of your application by Attvest this document, any addenda hereto and your application will make up the complete agreement between you, the Customer (as defined in your application), and Attvest for the premium finance facility provided to you by Attvest as set out in your application (Agreement). The purpose of the premium finance facility is as set out in your application, and the amounts provided under the premium finance facility must be used to pay insurance premiums or related Intermediary or other charges or all of them. Attvest may in its discretion pay the Total Premium by instalments on or before the dues dates for such instalments or in full on or before the due date and related Intermediary charges. Attvest will pay such amount(s) directly to the Intermediary or the Insurer in Attvest's discretion, and such payment(s) are a fulfilment of Attvest's funding obligations under this Agreement. For the purposes of this Agreement Intermediary includes your insurance broker (and its broker group) and any other of your agents or representatives, and any person noted on your application (whether by you or by Attvest) as being responsible for or giving rise to your application. Attvest relies on the accuracy of information provided to it by you, the Intermediaries, and by others on your behalf, and Attvest will not normally seek to verify or check any information provided to it by you or them. You acknowledge that Attvest will be entitled to rely on such information and representations when carrying out its obligations under this Agreement and confirm that the Intermediary is authorised to act on your behalf.

### 2. Pre and Continuing Conditions

- 2.1. Prior to Attvest paying the Total Premium, or any instalment of an insurance premium:
  - (a) Attvest must receive from you the amount of the Total Initial Payment; and
  - (b) Attvest must be satisfied that the policies of insurance have been issued and:
    - (i) assigned or transferred; or
    - (ii) you have duly granted the delegated rights in accordance with the terms of this Agreement;
  - (c) Attvest must be satisfied with the outcome of its credit approval process in respect of you and your application, including confirming and re-confirming from time to time your creditworthiness through third-party credit information providers; and
  - (d) you must pay the Instalment Amount punctually on each due date.

Attvest may refuse to pay the Total Premium or refuse to pay any instalment of the Total Premium if these conditions have not been fulfilled or do not continue to be fulfilled.

- 2.2. The Total Amount Repayable is immediately due and payable and Attvest may take any steps without further notice, including cancelling any insurance policies funded under this Agreement, and exercise any of its rights and powers under this Agreement, whether in preference to its own interests or otherwise (including terminating this Agreement), if:
  - (a) you have failed to make one or more instalment payments under this Agreement;
  - (b) Attvest has notified you in writing that the insurance policy may be cancelled unless the outstanding payments are made within 14 days of receipt of the notice; and
  - (c) at the time Attvest cancels the insurance policy (being at a time at least 14 days after the receipt of the notice given under clause 2.2(b)), the outstanding payments have not been received by Attvest.

### 3. Payments

You must pay to Attvest the Amount Financed, which includes the Credit Charges, by equal instalments. The first instalment is due on the Date of Initial Instalment. Subsequent instalments must be paid on the same day of each interval thereafter. If the payment day falls on a day that is not a banking day, Attvest may direct your financial institution to debit your account on the previous banking day. For the purposes of this Agreement Credit Charges means the amount stipulated in your application and includes the total of all fees and charges made or collected by Attvest for the provision of the Amount Financed under your premium finance facility, but does not include other amounts that could become payable in the event of your default. Attvest is authorized and entitled to draw funds from your nominated financial institution in payment of the Amount Financed and all other amounts charged under this Agreement from time to time, including additional insurance policies funded under your premium funding facility. Credit Charges are non-refundable.

### 4. Assignment of Insurance Policies

To the extent that the insurance policies are not impaired thereby you unconditionally assign and transfer to Attvest all of your right, title and interest in, to and under, but not any obligations under, the insurance policies funded under this Agreement and which are in existence on the date of your application or come into existence after the date of acceptance of your application by Attvest, including all proceeds of such insurance policies, in consideration for the provision of the premium funding facility in accordance with this Agreement. To the extent that the Total Premium is paid and the relevant insurance policy is issued, the fact that any of the conditions have not been satisfied or the terms of the relevant insurance policy are to the contrary will not act to invalidate any assignment or transfer of the relevant

insurance policy under this Agreement. If an insurance policy requires the insurer's written consent for an assignment you undertake to obtain such consent if required by Attvest and you specifically authorise and empower Attvest to take such steps as may be required to obtain such consent on your behalf. An assignment or transfer of rights in respect of an insurance policy contemplated by this Agreement will not constitute, and is not intended to result in, any assumption by Attvest of any obligation of yours, any Intermediary, insurer or any other person in connection with the relevant insurance policy or any document or agreement relating to any of them.

## 5. Exclusive Delegation

Insofar as an insurance policy funded under this Agreement is not assigned or transferred to Attvest, at all times you agree that you hereby:

- (a) undertake not to deal with (including without limitation making claims or cancelling, voiding or terminating the insurance policy or assigning or charging or granting other security interests in the insurance policy) the relevant insurance policy in any way other than in terms of this Agreement; and
- (b) exclusively (including to your own exclusion) and irrevocably and unconditionally delegate to Attvest your rights, powers and discretions under the relevant insurance policy (including all statutory rights and entitlements), but not any obligations under the insurance policy, with authority and power in Attvest's absolute discretion to exercise any right, power or discretion of yours with respect to the relevant insurance policy rights held by you, including the right to cancel the insurance policy and to exercise rights to Attvest's benefit and to keep as Attvest's own (**delegated rights**), and you will notify and instruct Intermediaries and insurers accordingly and in writing if so required by Attvest.

## 6. Dealings with an Insurance Policy

Insofar as an insurance policy is assigned or transferred to Attvest and you have appointed Attvest your delegate in respect of an insurance policy (as the case may be), at any time while an Event of Default has not occurred or is not continuing, Attvest authorises you to exercise any right, power or discretion of Attvest with respect to the assigned or transferred insurance policies or delegated rights (as the case may be) held by Attvest under this Agreement to the extent the right, power or discretion is inherent and necessary to the exercise by you of your obligations (if any) under an insurance policy, provided such exercise by you would not result in an Event of Default or breach of this Agreement. Any action taken by you in accordance with this paragraph will not constitute fraud, negligence or wilful misconduct on the part of Attvest. For the avoidance of doubt, if an event occurs or a circumstance arises entitling you to make a claim under an insurance policy you are obliged to inform Attvest before making such claim and it shall not affect Attvest's rights under this Agreement, including Attvest's

- (a) right to require payment of your indebtedness under this Agreement from the proceeds of that claim or
- (b) ability to exercise any of Attvest's rights and powers (including delegated rights) under this Agreement in preference to your claim or for Attvest's own benefit.

## 7. Appointment of Attorney

7.1. You irrevocably appoint Attvest and each authorised representative of Attvest severally as your attorney to do any one or more of the following on your behalf and in your name or the attorney while your indebtedness to Attvest subsists:

- (a) anything necessary or desirable in the opinion of Attvest or the attorney to:
  - (i) give full effect to this Agreement;
  - (ii) secure or better secure your performance under this Agreement; or
  - (iii) assist in the execution or exercise of any power, including execute any transfer (including any transfer in blank) or other document;
- (b) make credit or other inquiries from time to time in connection with your application and this Agreement and any current for future premium finance facilities and authorizing Attvest and any credit reporting agency or bank to obtain or provide information to Attvest;
- (c) demand, sue for, recover and give discharge for an insurance policy funded under this Agreement;
- (d) commence, carry on, enforce, settle, arrange and compromise any proceedings to obtain or enforce the payment or delivery of the relevant insurance policy or the benefits due thereunder;
- (e) take any necessary proceedings to procure the bankruptcy or the winding up of any debtor of yours in connection with your indebtedness to Attvest, and attend and vote at meetings of creditors, receive dividends in any bankruptcy or winding up or appoint a proxy for any of these things;
- (f) compound, settle or compromise any debt of yours in connection with the relevant insurance policies;
- (g) execute any deed of assignment, composition or release in connection with the insurance policies funded under this Agreement;
- (h) exercise all or any powers, rights, discretions and remedies available under or in connection with the insurance policies funded under this Agreement (including rights available under the Insurance Act, Corporations Act, the PPSA or any other statute) and to keep as Attvest's own; and
- (i) do anything else that you must or may do, or that Attvest may do, under this Agreement or by law, at your cost and including executing any documents and completing any blanks or making amendments to alter incorrect details to ensure the accuracy and completeness of recorded information.

7.2. You agree to ratify anything done by an attorney under this appointment. An attorney may appoint or remove substitutes, and may delegate its powers (including the power to delegate) to any person for any period and may revoke the delegation. The

appointment of attorney under this Agreement by you is made primarily to give effect to your grant of authority and powers specified in this Agreement, but also to secure your performance of your obligations under this Agreement.

7.3. Attvest or an attorney is not required:

- (a) to give notice of a grant of power or security or any assignment or transfer to any debtor or creditor of yours or to any other person;
- (b) to enforce payment of any money payable to you including any of the debts or monetary liabilities owed or secured by this Agreement or by any insurance policy benefits; or
- (c) to obtain your consent to any exercise of a power under this Agreement.

7.4. Attvest is not obliged to:

- (a) notify any debtor or member of yours or any other person of this Agreement; or
- (b) enforce payment of any money payable to you, or take any step or proceeding for any similar purpose, but may do so at its convenience.

## 8. Additional Charges, Additional Insurance Policies, Automatic Renewals

- 8.1. **Additional charges.** You are obliged to pay Attvest on demand any additional charges set out in these terms and conditions, including additional interest on money not paid when due. See a summary of the main fees and charges here: [Attvest Documents](#)
- 8.2. **Additional interest** is calculated at 15% per annum, calculated daily, on each amount not paid when due **for the period it remains outstanding.**
- 8.3. **Dishonour fee.** If any payment drawn from your financial institution is returned as dishonoured you will incur a **dishonour fee** of \$15 for each dishonoured payment.
- 8.4. **Early cancellation.** If the intended use of the funded insurance policy is wholly or predominantly for personal, domestic or household purposes (within the meaning of section 5 to Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth)) (**Consumer Purpose**), despite any other term in this Agreement, you may terminate a funded insurance policy early, without our consent, by notifying us and we will contact your intermediary to cancel the policy. We will not charge an early termination fee. If an insurance policy funded under this Agreement is cancelled early, you must pay to us all amounts due under this Agreement in relation to that policy (this will include instalments, credit charges and any other amounts due). You will then have no liability to make further payments under this Agreement for the cancelled insurance policy. We will apply any return premium for the insurance policy to your account and will refund to you any excess. If the intended use of the funded insurance policy is not wholly or predominantly for a Consumer Purpose, we may charge an early termination fee.
- 8.5. While credit card and foreign currency transactions are accepted by Attvest, you are responsible for all

**transaction fees**, which will be charged to your account for each payment by a Visa / MasterCard / American Express credit card, as will all foreign exchange costs.

- 8.6. You or an Intermediary may request that **further or additional insurance policies** be funded by your premium finance facility under this Agreement. Attvest may in its absolute discretion agree to fund such further or additional insurance policies. If Attvest agrees to fund such insurance policies within your premium finance facility, in Attvest's discretion:
  - (a) your Instalment Amount and Total Amount Repayable and relevant dates and details in the Loan Request Schedule of your application may be re-calculated to reflect these changes; or
  - (b) Attvest may establish a separate loan schedule and that loan schedule and the fees, charges, costs and Total Amount Repayable and other details set out in that loan schedule will be included in your indebtedness and incorporated in the terms and conditions of this Agreement.
- 8.7. If you have decided NOT to tick the box specified in your loan application and your Intermediary requests that further or additional insurance policies are funded under your premium finance facility or insurance policies funded under your premium finance facility automatically renews in subsequent years, then such further (**renewed**) or additional funding shall fall under your indebtedness to Attvest and is subject to the terms and conditions of this Agreement.
- 8.8. You must in addition to any other amounts pay:
  - (a) all stamp duty, **taxes** or government fees payable by law in connection with this Agreement (whether or not disclosed in this Agreement); and
  - (b) all costs, fees and interest incurred by Attvest following any **default**, including those following an Event of Default.

## 9. Events of Default

An Event of Default occurs upon the happening of any one or more of the following events:

- (a) you fail to make a payment to Attvest when due and payable;
- (b) A payment made by you to Attvest is dishonoured on presentation;
- (c) you breach this Agreement or it may be reasonably considered that by your conduct you may or will breach this Agreement;
- (d) you are:
  - (i) a corporate entity and you become or may (on the granting of an application made or the passing of any resolution) become an externally administered corporate entity within the meaning of the Corporations law; or
  - (ii) an individual and you commit an act of bankruptcy or may (on the granting of an application made or the making of any decision) become a bankrupt;

- (e) a policy of insurance funded under this Agreement is cancelled or becomes or is claimed to be void or voidable or a claim under the policy would exhaust the policy's financial value;
- (f) Attvest requests security for your indebtedness and you fail to provide or procure such security to Attvest's satisfaction;
- (g) you are not able to perform your obligations under this Agreement;
- (h) any of Attvest's security under this Agreement is not exercisable in the manner intended by Attvest or has been or is likely to be prejudiced in some way; or
- (i) you materially breach a continuing condition under clause 2.

## 10. Attvest's Rights upon Event of Default

10.1. In addition to any other rights of Attvest under this Agreement or in law, if an Event of Default occurs:

- (a) your authorisation under clause 6 is withdrawn from the date of the Event of Default. Your authorisation under clause 6 will be automatically reinstated on the date (if any) the Event of Default is remedied.
- (b) Attvest will notify you in writing of the Event of Default and provide you with 14 days to remedy the breach. At the end of the 14 day period, providing the Event of Default has not been remedied, Attvest may, with or without further notice to you:
  - (i) demand the full amount owing under this Agreement, including future instalments and credit charges, which will immediately become due and payable by you; and/or
  - (ii) terminate this Agreement; and/or
  - (iii) cancel or otherwise deal with any insurance policy funded under this Agreement, including exercising any of your rights under the insurance policy(ies) and collecting returned premiums; and/or
  - (iv) take steps to recover money owing by you under this Agreement.

10.2. Attvest may apply any money received from you or on your account against any of your indebtedness to Attvest under this Agreement or any other loan or facility provided by Attvest to you;

10.3. To the extent Attvest has not already done so, Attvest is not obliged to pay the Total Premium to the Intermediary or insurer.

10.4. Attvest may communicate a cancellation of an insurance policy funded under this Agreement to your Intermediary or the policy insurer. Attvest is not liable to you or any other party for any failure to communicate the cancellation in the time or manner stipulated in this clause 10.4 Any variation in the timing or procedures set out in this clause 10.4 will not amount to a waiver of from any of Attvest's rights under this Agreement.

## 11. Liability for Loss

None of Attvest or any of its authorised representatives or any attorney is liable for any exercise, omission or delay in

exercising any power, right, discretion or remedy under this Agreement or for any involuntary loss or irregularity that may occur in relation to the exercise or non-exercise of any of them except to the extent of its own fraud, gross negligence or wilful misconduct. To the extent permitted by law, none of Attvest, an authorised representative of Attvest or attorney or other person appointed by Attvest under this Agreement is liable for any loss that you suffer as a direct or indirect result of the exercise or attempted exercise of, or failure to exercise, any of Attvest's rights contained in this Agreement or any release or dealing with an insurance policy or any guarantees or other security interest (including any prejudice to or loss of your rights of subrogation). To the extent permitted by law, if Attvest is in possession of an insurance policy or a receiver enters into possession of insurance policy, none of Attvest, any of its authorised representatives or agents or any attorney or other person authorised by Attvest is liable to account, whether as secured party in possession or otherwise, for anything except actual receipts; or for any loss on realisation or for any default or omission for which a secured party in possession might be liable. Attvest, an authorised representative of Attvest, or attorney, or other person appointed by Attvest under this Agreement may exercise or agree to exercising a power given by this Agreement or by law even though that person may have an actual or potential conflict of interest or duty in, or might benefit from, exercising the power. You absolutely and unconditionally indemnify Attvest on a full indemnity basis (including legal costs charged at the usual commercial rates of the relevant legal services provider) against all loss, cost or expense Attvest might suffer or incur in relying on your and your Intermediaries representations, taking steps under this Agreement or enforcing this Agreement.

## 12. Settlement of Premium Finance Facility

12.1. Attvest must at your request and cost assign, transfer, surrender or release the insurance policies and delegated rights (as the case may be) to you and the power of attorney will then be discharged when Attvest is satisfied that:

- (a) your indebtedness to Attvest has been irrevocably paid and discharged in full or satisfied in accordance with this Agreement;
- (b) all your obligations under this Agreement have been performed; and
- (c) no amount remains contingently payable or may become payable on the insurance policies or delegated rights (including under an indemnity); and
- (d) on payment or retention of all expenses incurred by or payable to Attvest, its authorised representatives or any attorney.

12.2. If Attvest is required to return or repay any money or asset it received and applied to your account in satisfaction of your indebtedness in bankruptcy or liquidation or otherwise, Attvest is entitled to all rights in respect of the relevant insurance policies and delegated rights and appointment as attorney and against you which it would have had if it had not received that money or asset. You indemnify Attvest against any resulting loss, cost or expense. This paragraph will survive the discharge of this Agreement and any assignment, transfer, surrender

or release of the insurance policies and delegated rights and powers of attorney (as the case may be).

### **13. Appropriation of Funds**

Attvest is not under any obligation to marshal or appropriate in your favour or to exercise, apply, perfect or recover any right or interest that Attvest holds as its own or as a security interest (whether under the PPSA or otherwise) at any time or any funds or property that Attvest may be entitled to receive or have a claim on. Attvest is entitled to apply netting and set-off of amounts owed or owing to your account in respect of the insurance policies funded under this Agreement or any other agreement with Attvest and your indebtedness to Attvest, and Attvest may appropriate receipts to your total indebtedness in any priority and in its discretion. Any amount owing to Attvest under this Agreement must be paid by you in full without any deduction. You waive all rights of set-off, combination or cross-claim or counterclaim in relation to money owing under this Agreement. You agree that any certificate signed by Attvest or on its behalf stating the amount due and payable or the amount of your indebtedness to Attvest, whether currently due and payable or not, is sufficient evidence of that amount as at the date stated on the certificate, or failing that as at the date of the certificate, unless it is manifestly incorrect or the contrary is proved.

### **14. Commissions**

Attvest may pay commission(s) to Intermediary(s) in connection with this Agreement. If directed by your Intermediary(s), we will show the commission payable in the Loan Request Schedule. If the commission is not shown, you may ask your Intermediary to disclose the commission to you. Commissions are included in the credit charges and are paid at or after the commencement of this Agreement. Attvest may pay service fees to intermediary groups in the insurance or finance broking industry. If you have questions about service fees, please contact us. Service fees are paid periodically in arrears.

### **15. Quotations & Inquiries**

Any quotation on a premium finance facility is valid for 15 days from date of issue. A quotation does not indicate approval of your application, which is subject to a credit risk assessment and the terms and conditions of this Agreement. Attvest reserves the right to amend the quotation if its acceptance would be outside the terms of this Agreement. You consent to and agree that Attvest can make any enquiries in relation to your application or to any subsequent applications or your premium finance facility that it may require and to any persons, including any credit reporting agency or bank, and provide those persons with details of your application or any matter arising from your premium finance facility now or in the future.

### **16. Interpretation, Severability and Governing Law**

Unless otherwise defined in this document, all capitalised terms in this document have the meaning given to them in your application. The singular includes the plural and insofar as you, the Borrower, comprises two or more persons (as defined in your application) this Agreement binds those persons jointly and severally as though each had entered into this Agreement separately. If any part of this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

The rules of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract or that a clause shall be construed against the party who holds the benefit of that clause, shall not apply. We may change our privacy policy, terms of use and terms and conditions from time to time; however, any such changes will apply to you no earlier than 30 days following notice to you. Changes to policies and terms occur as a result of changes from time to time in operating costs, changes in the law, changes in our business and other market conditions. Your right to cancel the Agreement will not be affected by any such changes. This Agreement is governed by the laws of the State of Queensland. You irrevocably and unconditionally submit to the jurisdiction of the Queensland courts and agree that time is of the essence in relation to the performance of your obligations under this Agreement. No waiver or period of grace or forbearance by Attvest will apply unless given in writing by Attvest. The parties agree this Agreement may be executed electronically and/or in any number of counterparts that will together form one binding agreement.

### **17. Notices**

Either Attvest or you may serve notice by hand delivery, post, facsimile number or email address. If you have provided a mobile phone number, Attvest may also send you notice via SMS. Details for service: For Attvest, use the details as included in this Agreement. For you, Attvest will use the details included in your application, or, if no details are available, your last known residential address. You may update your address for notice in writing at any time. A notice provided by hand delivery will be deemed given upon delivery. A notice posted will be deemed given on the 4th business day after posting. A notice sent by email or SMS will be deemed to be given immediately after sending (provided the sender does not receive an error or 'not sent' style message). A notice sent by facsimile transmission will be deemed given on production of a transmission report showing the facsimile was sent to the relevant facsimile number without error.

### **18. Complaints Process**

If you have questions or concerns with your account or our service, please contact us as soon as possible so we can assist you. Additionally, Attvest have an internal dispute resolution process which you can access by following the process set out here <https://www.attvest.com.au/complaints/>. If we are unable to resolve your complaint and you are a consumer, you may contact the Australian Financial Complaints Authority (AFCA) to access their free resolution service. The contact details for AFCA are ph 1800 931 678, email: [info@afca.org.au](mailto:info@afca.org.au), mail: GPO Box 3, Melbourne VIC 3001.

If the funded insurance policy is for a Consumer Purpose and you advise Attvest you are experiencing financial hardship, Attvest will consider providing appropriate assistance to you including:

- (a) A repayment moratorium or amended payment schedule if there is sufficient time remaining under the term of this Agreement,
- (b) Assisting you to contact an administrator or financial counselling agency, or
- (c) Assisting you to prepare a special levy (if you are a strata corporation).

We will not exercise our right to cancel your underlying insurance policy(ies) until we have considered the above assistance options.

## 19. Assignment of this Agreement

Attvest may assign its rights under this Agreement to anyone and without notice to you. You may not assign your rights under this Agreement without Attvest's prior written consent and to the extent of the law any successor of yours is bound by the terms of this Agreement. A reference in this Agreement to you or Attvest includes a reference to any respective successors and assigns.

## 20. Consideration

You acknowledge that you have received valuable consideration from Attvest for the premium finance facility which includes, but is not limited to, Attvest accepting your application and entering into the Agreement. You further acknowledge and confirm that you have received a copy of the Agreement, which you have read, and you have obtained independent legal advice on aspects of your application and this Agreement you required, such that you understand the contents and the legal implications of your application and this Agreement and make an informed decision to enter into this Agreement.

## 21. Important information about the Indicative APR

### AFIA IPF Code of Practice Disclosure:

The 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 to allow a simple comparison of insurance premium funding products.

## 22. ACKNOWLEDGEMENT

By signing or submitting an application electronically and whether by you or your intermediary, you (the named Borrower) thereby acknowledge, confirm, agree and declare that:

- (a) you apply for the loan as described under the Loan Request Schedule and in accordance with the Terms and Conditions of the Premium Finance Facility;
- (b) you understand that there is no binding obligation on Attvest for the provision of a premium funding facility until your application is accepted by Attvest;
- (c) you have checked the submitted details and they are true and correct;
- (d) you have received, read and understood, and agreed to the Terms and Conditions of the Premium Finance Facility, which are immediately binding on you and will become binding on Attvest only after its acceptance of your application;
- (e) if Attvest accepts your application and Attvest advances the loan funds by paying them as directed by a named intermediary (your agent, insurance broker, insurance broker's group or other intermediary noted on your application), such payment constitutes fulfilment of Attvest's funding obligation;

- (f) you assign and delegate all of your rights and interest in, and in connection with, the insurance policy(ies) set out in the Schedule of Insurance Policies, including the right to any claim or proceeds or premium refund payable under the policy(ies) and all of your statutory rights and entitlements in connection with such policy(ies) in accordance with the Terms and Conditions of the Premium Finance Facility;
- (g) the sole and mandatory purpose of any loans under the premium finance facility is to fund insurance premiums and related intermediary and other charges in accordance with the Terms and Conditions of the Premium Finance Facility;
- (h) the signatory(ies) or person submitting this application are duly authorised to sign or submit this offer and declaration;
- (i) the credit to be provided to you by Attvest (if it accepts your application) is to be applied wholly or predominantly for your business or investment purposes if the funded insurance policy is predominantly for business or investment purposes or for your personal, domestic or household purposes if the funded insurance policy is predominantly for personal, domestic or household purposes.

## 23. ATTVEST FINANCE PTY LTD A.B.N. 37169 039 221 PRIVACY STATEMENT

- 23.1. In this privacy statement, 'you' and 'yours' includes your related entities, directors, key personnel, and business partners, partnerships or trusts as applicable.
- 23.2. Attvest collects personal, including sensitive, and private information (together private information) about you for it:
  - (a) to assess your application;
  - (b) to administer and manage the products and services it provides to you;
  - (c) to notify other credit providers, entities related to Attvest and credit reporting agencies about any default on your finance;
  - (d) to take the action that Attvest considers appropriate in relation to any overdue repayment or any default on the terms of your finance; and
  - (e) to provide you with information about other products and services offered by Attvest and our related businesses.
- 23.3. If you do not provide the private information sought by Attvest, now and from time to time in the future, Attvest may be unable to provide or to administer its products and services.
- 23.4. Attvest may collect personal, private and sensitive information of yours from:
  - (a) finance brokers and insurance brokers and agents banks, and other financial institutions;
  - (b) accountant(s), and other professional service providers;
  - (c) current and past employer(s);
  - (d) credit reporting agencies (Equifax, Illion and CreditorWatch);

- (e) collection agents; and
- (f) its related entities.

23.5. Attvest may disclose your private information to its agents and contractors that provide administrative or other services including:

- (a) its bankers and other financial institutions or funds providers in relation to any financing arrangement that it has or may establish at any time in the future;
- (b) credit reporting agencies (Equifax, Illion, CreditorWatch);
- (c) collection agents;
- (d) where it collects your information from someone else, or another entity, then Attvest may disclose any of your private information to that person or entity; and
- (e) relevant complaints tribunals and government agencies including the Australian Taxation Office, in accordance with its regulatory obligations.

23.6. Full details of Attvest's privacy policy are available on Attvest's website [www.attvest.com.au](http://www.attvest.com.au). You can request access to your private information or Attvest's Privacy Policy by contacting Attvest's Privacy Officer in writing by email: [support@attvest.com.au](mailto:support@attvest.com.au) or by mail to PO Box 7055, Upper Mt Gravatt QLD 4122. You may ask Attvest at any time to correct this information where you believe it is incorrect or out of date.

23.7. You may be charged reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs) and may be required to provide evidence supporting your request to correct this information.

23.8. By using Attvest's website, completing your application form or submitting it to Attvest, you consent to Attvest collecting, using, disclosing and handling your personal (including sensitive) and private information in accordance with this privacy statement, whether collected on the application form or any other form completed now or in the future.



Attvest Finance Pty Ltd ABN 37 169 039 221  
Brisbane Technology Park, Unit 5, 88 Brandl Street  
Eight Mile Plains, Brisbane 4113  
📍: PO Box 7055, Upper Mt Gravatt QLD 4122  
☎️: 1300 363590  
@: [service@attvest.com.au](mailto:service@attvest.com.au)  
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