



THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

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

THE CONTRACT

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

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

If you want another copy of your contract, write to Hunter United and ask for one. Hunter United may charge you a fee. Hunter United has to give you a copy;

- within 14 days of your written request if the original contract came into existence 1 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 Hunter United 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 Hunter United 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 Hunter United 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 Hunter United 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.

Hunter United must give you the statement within 7 days after you give your request to Hunter United. 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 Hunter United to charge one) and other fees.

7. Can my contract be changed by Hunter United?

Yes, but only if your contract says so.

8. Will I be told in advance if Hunter United 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 Hunter United;

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 Hunter United. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, www.afca.org.au, GPO Box 3 Melbourne VIC 3001.

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?

Hunter United 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, Hunter United can not 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 Hunter United. 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 Hunter United then, within 14 days of that happening, Hunter United 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?

Hunter United 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.

MORTGAGES

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give Hunter United certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to Hunter United.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if Hunter United has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have Hunter United's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may;

- if the mortgaged property is goods — give the property back to Hunter United, together with a letter saying you want Hunter United to sell the property for you;
- sell the property, but only if Hunter United gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if Hunter United gives permission first.

If Hunter United won't give permission, you can contact their external dispute resolution scheme for help. If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to Hunter United even after the mortgaged property is sold.

19. Can Hunter United take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20. If Hunter United writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving Hunter United's request to tell us. If you do not have the goods you must give Hunter United all the information you have so they can be traced.

21. When can Hunter United or its agent come into a residence to take possession of mortgaged goods?

Hunter United can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

22. What do I do if I can not make a repayment?

Get in touch with Hunter United immediately. Discuss the matter and see if you can come to some arrangement. You can ask Hunter United 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.

23. What if Hunter United and I can not agree on a suitable arrangement?

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

If Hunter United still refuses your request you can complain to the external dispute resolution scheme that Hunter United belongs to. Further details about this scheme are set out below in question 25.

24. Can Hunter United take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact Hunter United external dispute resolution scheme or ASIC, or get legal advice.

25. 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 HUNTER UNITED. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH HUNTER UNITED BEFORE CONTACTING HUNTER UNITED'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO HUNTER UNITED YOU CAN CONTACT HUNTER UNITED'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, WWW.AFCA.ORG.AU, GPO BOX 3 MELBOURNE VIC 3001.

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

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