

# Insurance Premium Finance

## Terms and Conditions

- 1 Advances:** The Borrower directs Westpac to pay the Amount Financed to the Insurers in payment of the premium payable in respect of the Policies and to the relevant Law Society in respect of the Practising Certificate Fee (if any). If there is more than one Insurer (or law society) Westpac shall pay to each Insurer (and to each law society, if applicable) the amount shown in the Invoice relevant to that Insurer (or law society, if applicable). If the Invoice in relation to any Policy shows that an insurance intermediary has been involved in negotiating or arranging the Policy Westpac may pay the amount of the premium shown in the relevant Invoice to that insurance intermediary. If the total amount shown as payable on all Invoices is greater than the Amount Financed, Westpac may allocate the Amount Financed between Invoices as it sees fit. Where the Borrower provides satisfactory evidence of payment of a Policy premium or Practising Certificate Fee (as applicable), the Borrower directs Westpac to pay the Borrower an amount equal to that premium or Practising Certificate Fee (as applicable) from the Amount Financed. Each amount paid by Westpac in accordance with this clause will be taken to have been advanced by Westpac to the Borrower.
- 2 Securities and Policies:** The Borrower must ensure that all Securities are in place and that confirmation of the issue of each Policy by each Insurer in the Borrower's name is given to Westpac's satisfaction.
- 3 Repayment:** The Borrower authorises Westpac to apply the proceeds of the first Direct Debit or cheque attached to the Offer to Borrow (if any) towards payment of the initial monthly instalment shown in the Schedule, the Document Fee and to pay any surplus to any Insurer (or the relevant insurance intermediary) in payment of any amount of premium or other amount (including stamp duty) payable by the Borrower under a Policy that is not being funded by Westpac. Thereafter the Borrower must make monthly payments of the instalments set out in the Schedule until the Amount Financed and all interest and other amounts owing in relation to it have been paid to Westpac in accordance with these Terms and Conditions. All payments must be made to Westpac at its address shown in the Offer to Borrow. Where there is more than one Borrower, each Borrower is individually liable under the Loan Agreement for the Amount Financed and all other interest and other amounts, except where it provides otherwise. This liability will continue, as regards the other Borrowers, even where one or more of the Borrowers has not signed, is not liable or is no longer liable. This means that each of the Borrowers can be required to pay the whole of the Amount Financed and all other interest and other amounts even though the Borrowers may have some other arrangement among themselves or not all of the Borrowers benefit equally.
- 4 Interest:** The Borrower must pay the Finance Cost shown in the Schedule. The Finance Cost is payable by instalments which form part of the initial and monthly payments due under clause 3. The Borrower must also pay interest on all amounts that are not paid by the Borrower on the due date at the rate of 12 per cent per annum. That interest shall accrue and be payable daily without the necessity for any demand by Westpac.
- 5 Security:** As security for the payment of all amounts owing by the Borrower under the Loan Agreement from time to time, the Borrower as beneficial owner agrees, in consideration of Westpac agreeing at the Borrower's request to lend to the Borrower the Amount Financed, to assign absolutely to Westpac: (i) all rights of the Borrower under or in respect of each Policy (including, without limitation, rights which relate to the Insurer's promise to indemnify the Borrower against losses in accordance with the Policy or to refund premium paid under the Policy upon its cancellation) which could, in the future, give rise to rights in the Borrower to be paid amounts under any Policy; and (ii) all future rights under any Policy to be paid amounts including, without limitation, in respect of any claim made under a Policy or any refund of premium. Westpac must reassign those rights to the Borrower upon full and final payment of all amounts owing under the Loan Agreement. Despite anything in any other document, the Borrower's obligations in respect of the Loan Agreement are at all times secured only by (a) the assignment effected by this clause; and (b) any other security which the person granting the security at any time expressly acknowledges in writing secures the Borrower's obligations under the Loan Agreement.
- 6 Possession of Policy:** Westpac is entitled on request to take possession of any Policy and retain it until amounts owing under the Loan Agreement have been paid in full.
- 7 Notice of Assignment of Policy:** Westpac may at any time give notice to any Insurer or insurance intermediary of the assignment of rights under any Policy by the Borrower to Westpac in accordance with these Terms and Conditions, and may arrange for a memorandum of Westpac's name and interest to be noted on the Policy and/or in the records of the relevant Insurer or insurance intermediary.
- 8 Power of Attorney:** The Borrower hereby irrevocably appoints Westpac as the Borrower's true and lawful attorney with full power and authority: a) to complete or vary the amount of the premium for Policies, Amount Financed and to make other consequential changes including but not limited to the monthly instalments in the Schedule in the Offer to Borrow submitted by the Borrower; (b) to make claims under Policies; (c) following an Event of Default, to cancel each Policy; (d) to receive all payments in respect of any claim under or cancellation of any Policy; and (e) to give effective receipts for payments made by an Insurer under any policy. The Borrower irrevocably relinquishes all rights in respect of such payments in favour of Westpac and further instructs each Insurer and insurance intermediary to make payments directly to Westpac. Westpac agrees to apply all payments received by it in respect of any claim or cancellation in satisfaction or partial satisfaction (as the case may be) of the Borrower's obligations under the loan agreement and to pay the balance (if any) to the Borrower.
- 9 Set Off:** Westpac will not use any money a Borrower may have in an account with Westpac to pay amounts payable under the Loan Agreement
- 10 Undertakings and Warranties:** The Borrower undertakes and warrants to Westpac that for as long as any amounts payable remain owing under the Loan Agreement: (a) the Borrower will not terminate or vary any Policy except with the prior written consent and in accordance with the directions of Westpac; (b) the Borrower will not make any claim or seek any refund of premium under a Policy or otherwise deal with the Policy unless it has first notified Westpac in writing that it intends to do so and except through the insurance intermediary (if any) who arranged and negotiated the Policy; (c) each Policy will be taken out in the Borrower's name and no other name; (d) the Borrower will not settle any claims under a Policy except with the prior written consent of Westpac; (e) the Borrower must not transfer, mortgage, charge or otherwise deal with any Policy or its rights under any Policy; (f) the Borrower will not do or allow anything to be done which might prejudice Westpac's security over any Policy, prevent cancellation of a Policy by Westpac or reduce the amount payable under a Policy; (g) no person or company has an interest in any Policy except as disclosed in writing to Westpac before submission of the Offer to Borrow to Westpac; and (h) all information given to each Insurer and insurance intermediary is true and correct in every particular and there is no relevant information which has not been disclosed to the Insurer and the insurance intermediary. The Borrower warrants that the Policies are taken out or are to be taken out exclusively for business purposes and that the Amount Financed is to be used exclusively for or in connection with the purpose of carrying on or establishing a trade, business or profession. The Borrower acknowledges that Westpac in accepting the Offer to Borrow is relying on the warranties and undertakings in this clause 10.
- 11 Insurance intermediary:** For as long as any amount is owing under the Loan Agreement, the Borrower irrevocably requests and

authorises any insurance intermediary involved in negotiating or arranging any Policy funded by Westpac under the Loan Agreement: (a) to deliver the Policy to Westpac; (b) to cancel the Policy if so requested by Westpac; (c) to remit to Westpac any part of the premium which may be refunded to it if the Policy terminates or is voided and all amounts payable under the Policy in respect of any claim; and (d) to conduct all negotiations with the Insurer in respect of claims under the Policy and if so requested by Westpac to notify Westpac of any claim that has been or is to be made under the Policy and to keep Westpac informed of the progress and outcome of any such claim.

**12 Events of Default:** If any of the following events occurs, Westpac shall be entitled (without notice to the Borrower) to terminate the Loan Agreement and exercise all of its rights and remedies against the Borrower in relation to the Loan Agreement and under any Securities, including to cancel any Policy, to institute proceedings against the Borrower and to declare all amounts owing under the Loan Agreement to be immediately due and payable (whereupon they will become so): (a) if any encumbrancer takes possession of the whole or any part of the assets and undertaking of the Borrower or any steps are taken or proceedings are instituted to appoint a receiver (or receiver and manager), agent, administrator, liquidator or provisional liquidator to the Borrower or the whole or any part of any of the assets or undertaking of the Borrower; (b) if the Borrower fails to comply with any term of any Policy or the Loan Agreement, or breaches any warranty made by it in the Loan Agreement; (c) if the Borrower ceases or threatens to cease to carry on its business or a substantial part of its business; (d) if the Borrower fails to pay to Westpac within 7 days of the due date for payment any instalment payable under the Loan Agreement; (e) if any distress or execution is levied or issued against the property of the Borrower and is not discharged within 7 days; or (f) if any Policy becomes void or voidable at the option of the Insurer or the Insurer is or becomes entitled to reduce its liability in respect of any claim.

**13 Stamp duty and costs:** (a) The Borrower indemnifies Westpac on demand for all stamp duty, goods and services tax and other taxes (including any fines and penalties) payable on or levied in respect of the Loan Agreement or any advance made under the Facility, any Security, any Policy or any transaction contemplated by the Loan Agreement or any Policy. (b) The Borrower indemnifies Westpac on demand against all costs incurred in the enforcement of the Loan Agreement or any Security and the collection of any amount payable under the Loan Agreement or any Security. Westpac 2 will notify the Borrower of the introduction or variation of a government charge payable directly or indirectly by the Borrower by written notice to the Borrower or by advertisement, unless the introduction or variation is published by a government, governmental agency or representative body. Advertisements will appear in The Australian and The Australian Financial Review.

**14 Proper law:** The Loan Agreement shall be governed by and construed in accordance with the law of the State or Territory in which it was signed by the Borrower.

**15 Commission:** The Borrower acknowledges that: (a) commissions may be payable by Westpac to intermediaries in connection with the Loan Agreement; (b) those intermediaries are not acting on behalf of Westpac; and (c) Westpac is not liable for acts or omissions of those intermediaries.

**16 Privacy – Personal Information:** (a) The Borrower agrees that Westpac and its subsidiaries (the 'Parties') may exchange with each other any information about the Borrower including: (i) any information provided by the Borrower in this document; (ii) any other personal information the Borrower provides to any of the Parties or which they otherwise lawfully obtain about the Borrower; and (iii) transaction details or transaction history arising out of the Borrowers arrangements with Westpac. (b) If any of the Parties engage someone (a 'Service Provider') to do something on their behalf (for example a mailing house ) then the Borrower agrees the Parties and the Service Provider may exchange with each other any information referred to in (a). (c) Westpac might give any information referred to in (a) to entities other than the Parties and the Service Providers where it is required or allowed by law or where the Borrower has otherwise consented (this includes the consents the Borrower has provided below). (d) The Borrower agrees that any information referred to above can be used by the Parties and any Service Provider to assess this Offer to Borrow and

to administer the Facility, for planning, product development and research purposes. (e) The Borrower acknowledges that (i) they can request access to most personal information that the Parties hold about the Borrower (sometimes there will be a reason why that is not possible, in which case the Borrower will be told why), by calling 132032 and (i) if the Borrower fails to provide any information requested by Westpac, or does not agree to any of the possible exchanges or uses detailed above, this Offer to Borrow may not be accepted by Westpac.

**17 Privacy - Credit Information:** (a) In this clause 17 Westpac means Westpac and any manager, any servicing company or any authorised agent of Westpac who for the purposes of the Privacy Act is a credit provider. (b) Notice that credit information may be given to a credit reporting agency – The Privacy Act (1988) allows Westpac to give a credit reporting agency certain personal information about the Borrower which the Borrower authorises Westpac to do. This information includes: (i) the Borrower's identification; (ii) that credit has been applied for and the amount; (iii) that Westpac is a current credit provider to the Borrower; (iv) details of payments which become overdue for more than 60 days and for which collection action has commenced; (v) that payments are no longer overdue; (vi) details of cheques drawn by the Borrower which have been dishonoured more than once; (vii) that in Westpac's opinion the Borrower has committed a serious credit infringement; and (viii) that the credit provided to the Borrower by Westpac has been paid or discharged. (c) Authority to obtain certain credit information – To enable Westpac to assess the Borrowers Offer to Borrow personal or commercial credit the Borrower authorises Westpac to obtain: from a credit reporting agency, a credit report containing personal or commercial information about the Borrower in relation to personal or commercial credit provided to the Borrower; and from a business which provides information about the commercial credit worthiness of persons, information about the Borrowers commercial activities or commercial credit worthiness. (d) Authority to exchange credit information with other credit providers – the Borrower authorises Westpac to give to and obtain from other credit providers named either in this Offer to Borrow or in a credit report issued by a credit reporting agency any information about the Borrowers credit worthiness, credit standing, credit history or credit capacity. This information may be used to: (i) assess the Offer to Borrow credit and / or the Borrowers credit worthiness; (ii) assist the Borrower to avoid defaulting on their credit obligations; and (iii) notify other credit providers of a default by the Borrower. (e) Authority to disclose certain information to joint applicants – the Borrower understand that if Westpac declines this Offer to Borrow due to adverse information on the Borrowers personal credit file, then each Borrower for the credit may be notified that the Offer to Borrow has been declined wholly or partly on the information derived from a personal credit report relating to the Borrower. (f) Banker's Opinion – The Borrower authorises Westpac to give and receive a banker's opinion for purposes connected with the Borrowers business, trade or profession. (g) Authority for Reinsurers – The Borrower authorises Westpac to provide information about it to a reinsurer or parties associated with the reinsurer for any purpose in connection with the contract of reinsurance between Westpac and the reinsurer. (h) Authority for Broker - The Borrower authorises Westpac to exchange personal and credit information about the Borrower, in connection with this Offer to Borrow, its processing and acceptance and the on-going management of the facility, with the Broker named in this document.

**18 Other Acknowledgements and Consents:** (a) The Borrower confirms that the information contained in this Offer to Borrow and the financial information supporting it are in all respects complete and correct. The Borrower acknowledges that Westpac will rely on this information when making its decision. (b) The Borrower acknowledges that Westpac has the right to confirm the details of the information contained in this Offer to Borrow. If Westpac has to complete or vary the Schedule in the Offer to Borrow to reflect the actual premium for the Policies, the Amount Financed and to make other consequential changes including but not limited to the amount of the monthly instalments Westpac will send a copy of the updated Schedule to the Borrower at the email address in the Schedule. (c) The Borrower acknowledges that this Offer to Borrow is not to be regarded as an offer or acceptance of credit under any legislation relating to the provision of credit. (d) The Borrower understands that

only Westpac can decide whether this Offer to Borrow is accepted and that any person who may have introduced the Borrower to Westpac has no authority to give that acceptance. (e) The Borrower consents to Westpac giving to any guarantor(s) or indemnifier(s) all information, including credit reports and copies of documents, which Westpac sees fit concerning the Borrower, the credit provided to the Borrower and any security. (f) The Borrower consents to Westpac exchanging personal information concerning the Borrowers financial affairs with any person acting on the Borrower's behalf, including their agent, accountant or solicitor. If the Code of Banking Practice applies to this agreement, you authorise Westpac to provide by electronic communication (for example, by email to your email address last notified) any information which the Code of Banking Practice requires Westpac to provide to the Borrower. Westpac must provide the information in a format in which the Borrower can readily retrieve and retain it (for example, by printing or saving it). The Borrower acknowledges that: (a) the Borrower will not receive the information in any other way unless the Borrower specifically requests it. The Borrower may ask Westpac to provide the Borrower with a paper copy of the information and Westpac must provide that to the Borrower (free of charge) within six months from the date of receipt of the electronic communication; and (b) if the Borrower changes its email address, The Borrower must promptly notify its new email address. The Borrower may cancel this authorisation at any time by notice to Westpac.

**19 Miscellaneous:** (a) In this document: "Westpac" means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714; "Event of Default" means any of the events listed in clause 12, unless such default has been waived by Westpac or rectified to Westpac's absolute satisfaction; "Insurer" means each insurer under the Policies; "Invoice" means, in relation to a Policy, a statement or other document (including the Policy itself) which shows the amount of premium payable in respect of that Policy; "Loan Agreement" means the contract constituted by Westpac's acceptance of the Offer to Borrower; "Offer to Borrow" means the Offer to Borrow to which these Terms and Conditions are attached; "Policy" means each insurance policy detailed in the Schedule other than any policy which is non-cancellable or for which no refund or partial refund of premium is allowed for upon early termination by the Borrower. It includes any renewal or substitution of any such policy; "Practising Certificate Fee" means any fee payable to a law society to renew a legal practising certificate which is included in the Amount Financed in the Schedule; "representative" of Westpac includes any employee of Westpac and any person who is directly or indirectly authorised by Westpac; "Schedule" means the schedule in the Offer to Borrow; "Securities" means each mortgage, charge and other security (including, without limitation, the mortgage created by clause 5 of these Terms and Conditions) which secures the Borrower's obligations under the Loan Agreement. (b) In the interpretation of this document, words importing any gender include the other gender; words importing the singular include the plural and vice versa; words importing persons include corporations; and any covenant or agreement on the part of two or more persons shall bind them jointly and severally. (c) Time is of the essence for payment of all amounts payable under this document. (d) Where no time is specified for payment of any amount payable under this document, that amount shall be payable on demand. (e) Where a payment falls due on a day which is not a business day in the place where the payment is to be made, the Borrower must make the payment on the immediately preceding business day, except when the Borrower has arrangements for the payment to be made automatically from another account with Westpac or other nominated financial institution. In that case the payment must be made when Westpac would normally draw from that account under its then normal procedures.

**20 Direct Debit Service Agreement:** (a) In this (a) Westpac may allow the Borrower to make payments by direct debit. This clause sets out the terms on which Westpac accepts and acts under a direct debit request the Borrower gives Westpac to debit amounts from a specified account of the Borrower's under the direct debit system. The details of the Borrower's drawing arrangements are set out in the Direct Debit Request Schedule.(b) Westpac will only draw money out of the Borrower's account in accordance with the terms of the direct debit request.(c) On giving the Borrower at least 14 days' notice, Westpac may:(i) change its direct debit procedures (ii)

change the terms of the Borrower's direct debit request (iii) cancel the Borrower's direct debit request. The Borrower can ask Westpac to: (i) alter the terms of its direct debit request (ii) defer a payment to be made under its direct debit request (iii) stop a payment under its direct debit request (iv) cancel its direct debit request, and change its payment method, by attending the Borrower's nearest branch and completing a form. Westpac may take up to 14 business days to process any such request. (e) The Borrower can dispute any amount Westpac draws under the direct debit request by contacting the Business Finance Operations Centre on 1300 360 322 or by going to its nearest Westpac branch, quoting its account number and providing details of the dispute. (f) A Westpac customer service officer will endeavour to resolve any problems. If the dispute cannot be resolved by the officer, the Borrower's dispute will be raised with the relevant department who will contact the Borrower about its dispute within 14 business days. Westpac will try to resolve the dispute and refund the dispute amount (where applicable), within 1 month of receiving the Borrower's inquiry. The Borrower can also complain directly to the financial institution at which its account is held. (g) If the day on which the Borrower must make any payments to Westpac is not a business day Westpac will draw on the Borrower's account under its direct debit request on the next business day. (h) If the Borrower's financial institution rejects any of Westpac's attempts to draw an amount in accordance with the direct debit request, Westpac will advise the Borrower in writing and the Borrower will need to make alternative arrangements to make the payment. If Westpac incurs any fees from the Borrower's financial institution as a result of the rejected payment, these will be passed onto the Borrower. (i) Personal information will be handled in accordance with Westpac's privacy policy which is available at [www.westpac.com.au/privacy](http://www.westpac.com.au/privacy) (j) If the Borrower disputes any amount Westpac draws under the direct debit request then Westpac may need to disclose information relating to the direct debit request or any amount Westpac draws under it to the financial institution at which the Borrower's account is held or the financial institution which sponsors Westpac's use of the direct debit system or both of them. (k) The Borrower should consider: (i) Not all accounts held with a financial institution are available to be drawn on under the direct debit system. (ii) Before it completes the direct debit request, it's best to check account details against a recent statement from the Borrower's financial institution to ensure the details on the direct debit request are completed correctly. (l) It's the Borrower's responsibility to ensure there are sufficient clear funds available in its account, before the due date on which Westpac draws any amount under the direct debit request, to enable Westpac to obtain payment in accordance with the direct debit request. (m) The Borrower should direct all enquiries and requests relating to its direct debit request to Westpac or the Borrower's financial institution.