

Policy Loan Contract Original

Please note:

This is an offer to you, the Borrower(s) below, by Resolution Life Australasia Limited, the credit provider. The offer expires if the signed copy is not received from you within 30 days of the date the Financial table was completed.

Section 1 – Borrower details

Borrower 1

Full name (Given name(s) and surname)

Residential address (PO Box is not acceptable)

	State	Postcode	Country

Postal address

	State	Postcode	Country

Mobile number

Alternate phone number

Borrower 2

Full name (Given name(s) and surname)

Residential address (PO Box is not acceptable)

	State	Postcode	Country

Postal address

	State	Postcode	Country

Mobile number

Alternate phone number

Section 2 – Financial table

Date financial table completed (dd/mm/yyyy)

Credit limit

\$ (which can change **according to your policy surrender value**)

We can reduce your credit limit at any time without your consent, even if you are not in default under the loan contract. However we cannot reduce it to less than the total advances already made to you. We will give you reasonable notice of our intention to reduce your credit limit. We will not increase your credit limit without your consent.

First advance \$ (less \$ Stamp duty)

Amount available to you \$

Annual percentage rate

Annual percentage rate

 %

The annual percentage rate under this contract is variable.

We may increase or decrease the annual percentage rate without your consent.

Section 2 – Financial table (continued)

Interest charges

Interest accrues daily and is charged to your Loan Account yearly on the policy anniversary in arrears.

Minimum repayment amount

You may repay all or any part of the unpaid daily balance at any time, as long as the payment is at least \$20.

Credit fees and charges

Stamp duty of \$ will be payable. This will be deducted from the first advance and paid to the relevant State or Territory stamp duty authority(ies). (This is the only credit fee or charge currently ascertainable.)

Section 3 – Policy details ('Policy')

Policy number

Register

Life insured

Section 4 – Payment details

I would like my loan payment forwarded to my Australian bank account:

BSB number

Account number

Account name

Section 5 – Meaning of words

Loan – the credit, described on the front page of this contract and any subsequent advances under this contract.

Loan account – the account we keep in your name with which we debit the loan or any part of the loan.

We and us – Resolution Life Australasia Limited ABN 84 079 300 379, AFSL No. 233671 (Resolution Life) and its successors and assigns.

You – the person or persons named in the schedule as borrower or borrowers. If there are more than one, you means each person separately and every two or more of them jointly. You includes your executors, administrators and assigns.

When two or more of you are parties to the contract, your undertakings and agreements in the contract bind you jointly and each of you separately. For example, we may ask any one of you to pay the full amount owing under the contract.

The singular includes the plural and vice versa.

Section 6 – Frequently asked questions and loan terms

When is the loan contract made?

By signing and returning the Policy Loan Contract to us, you agree to be bound by the contract. The contract is made on the day we receive the signed copy returned from you.

Can you end the contract?

Before you obtain (or try to obtain) credit, you may end this loan contract by giving us written notice, but you will have to pay any charges or fees already incurred by us.

When is the loan repayable?

The loan is repayable on the death of the life insured or on termination of the policy. Our rights are limited to your interest in the policy and your liability for the loan is limited to the withdrawal or surrender value of the policy.

Also, if the total amount owing in respect of the loan is equal to or more than the current withdrawal or surrender value of the policy, we may cancel the policy and apply the withdrawal or surrender value of the policy to repay your loan.

You can repay all or part of the loan at any time, provided you pay the minimum repayment amount stated in the financial table.

How is the loan secured?

You charge your policy with repayment of all amounts owing in respect of the loan, including accrued interest and any unpaid fees or charges. You must not assign the policy or give any third party an interest in the policy.

Policy loans reduce the effective value of your policy. If you make a claim against your policy or surrender the policy, the amount available to you is reduced by the amount of the loan and any interest charges outstanding, at the time of settlement of your loan.

Section 6 – Frequently asked questions and loan terms (continued)

How do we fund the loan?

We pay the loan funds in accordance with your written directions at the time we debit the loan account. If the loan is partly funded or the loan balance is less than the credit limit, you may ask us via a signed written request, to provide the credit.

How long do you have to draw down the loan?

If the loan is not wholly or partly funded within one month of the date of the day we get the signed copy back from you, our obligation to provide the loan lapses and we may terminate the contract without notice to you. If the loan lapses, we may retain any fees and charges you have paid us under the contract, equal to any expenses we have incurred for purposes of the loan, including determining your loan application.

What representations do you make?

You make the following representations and warranties to us, and we rely on them, each time you ask for credit under the contract:

- (a) you are the beneficial owner of the policy
- (b) you have not assigned, charged or mortgaged the policy in favour of a third party
- (c) you are not an undischarged bankrupt
- (d) you have not assigned your policy or entered into any arrangement or composition for the benefit of your creditors
- (e) you are not borrowing as a trustee and do not hold the policy as a Trustee.

What fees must you pay?

You must pay the fees stated in the financial table **and any other fees which we notify you about**. You authorise us to pay the fees from the loan proceeds or debit them to the loan account if they are payable to another party. If the fees are for us we debit them from the loan account.

How is interest calculated and charged?

Interest:

- (a) begins to accrue from the date we first debit an amount from the loan account
- (b) accrues daily, and
- (c) is calculated on the unpaid daily balance of the loan account at the daily percentage rate then applied to the loan account. We calculate the daily percentage rate by dividing the interest rate, then applying to the loan by 365 (even in a leap year). We calculate interest at the interest rate applying to the loan on all amounts we debit to the loan account, until those amounts are paid.

We debit the loan account with interest accrued up to the end of the day prior to the debit:

- (a) with the frequency stated in the section “**interest charges**” of the Financial table and
- (b) on the day the loan account is repaid in full.

How often will you receive account statements?

We will send you an account statement each month until the loan is repaid.

Must you pay enforcement expenses?

You must pay us any reasonable expenses we reasonably incur in enforcing our rights under the contract. These expenses are:

- (a) debited to the loan account, and
- (b) due and payable on the date when debited.

We will give you reasonable advance notice of our intention to debit any enforcement expenses to the loan account.

Can we vary the contract?

Changes we can make:

A) Changes to your account features

We may from time to time:

- (a) change any interest rate we charge you (except during any fixed interest rate period)
- (b) add fees or charges
- (c) remove fees or charges
- (d) change the amount of any fee or charge
- (e) change the frequency of repayments, and
- (f) change the loan account number (for example, we may change the number when the type of interest rate applying to the loan or the loan type changes).

Each of the changes in paragraphs (a) to (f) is a separate right and this **Clause A** is to be read as if such change was a separately expressed right.

B) Changes to your account terms and conditions

We may from time to time change any of the terms and conditions to:

- (g) change the basis on which interest is charged
- (h) adjust our interest rate structure
- (i) adjust the balance ranges within which interest rates apply to your account
- (j) replace any reference rate with any other reference rate

Section 6 – Frequently asked questions and loan terms (continued)

- (k) change the frequency with which interest is debited
- (l) change the frequency with which fees are debited
- (m) add new concessions or benefits
- (n) change or remove any concessions or benefits or
- (o) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal ombudsman service or regulator.

Each of the changes in paragraphs (g) to (o) is a separate right and this **Clause B** is to be read as if such change was a separately expressed right.

C) Without limiting our rights under **Clause B**, we may from time to time change any of the terms and conditions of your account.

How we notify you of changes to your account features and terms and conditions?

We will give you prior written notice of the change except:

- (a) when the change reduces your obligations
- (b) when the change extends the time for payment of any amount under the contract, or
- (c) when there is a change to the loan account number which does not otherwise change the contract.

You agree that we may give notice as set out in this section.

Not happy with the change?

If we make a change which you do not like, you can cancel the contract by repaying the loan but, depending on your contract, fees and charges may be payable.

How are notices given?

Notices and statements of the loan account may be:

- (a) sent by prepaid post to the address last notified, or
 - (b) sent by electronic communication by:
 - (i) sending you an advice to your device or electronic equipment or to an electronic address nominated by you, that the notice or statement is available for retrieval, and
 - (ii) making the information available for retrieval at an electronic address nominated by us.
- Prior to our giving notices or statements electronically we will advise you of the implications of electing to utilise electronic communications, and we will seek your specific consent to receiving information electronically, or*
- (c) given in any other way permitted by law.

Notices sent by post are taken to be received on the day they would be received in the ordinary course of post. You should notify us if you change your address.

If any provision of these terms and conditions is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so) the remaining provisions of these terms and conditions will continue to apply to the extent possible, as if the void or unenforceable part had never existed.

Signed for and on behalf of Resolution Life.



Padraig Houlihan
Head of Savings and Investment Services
Resolution Life Australasia Limited

Section 7 – Signatures

Important	
Before you sign	Things you must know
<ul style="list-style-type: none">• Read the contract documents so that you know exactly what contract you are entering into and what you will have to do under the contract.• You should also read the information statement: ‘Things you should know about your proposed credit contract’.• Fill in or cross out any blank spaces.• Get a copy of the contract documents.• Do not sign this contract document if there is anything you do not understand.	<ul style="list-style-type: none">• Once you sign this contract document, you will be bound by the contract. However, you may end the contract before you obtain credit or other means are used to obtain goods or services for which credit is to be provided under the contract, by telling Resolution Life (Resolution Life is your credit provider) in writing, but you will still be liable for any fees or charges already incurred.• You do not have to take out consumer credit insurance unless you want to. If the contract or mortgage document says so, you must take out insurance over any mortgaged property.• If you are taking out insurance, Resolution Life cannot insist on any particular insurance company.• If this contract document says so, Resolution Life can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.• If the contract says so, Resolution Life can charge a fee if you pay out your contract early.

Signed by the individual borrower(s)

Full name (Given name(s) and surname)

Borrower(s) signature

Date (dd/mm/yyyy)

Full name (Given name(s) and surname)

Borrower(s) signature

Date (dd/mm/yyyy)

Witnessed by

Full name (Given name(s) and surname)

Witness signature

Date (dd/mm/yyyy)

Received by Resolution Life by:

Full name (Given name(s) and surname)

Resolution Life signature

Acceptance date (dd/mm/yyyy)

Section 8 – Information statement

(This does not apply to Norfolk Island borrowers, or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or business purposes (or for both purposes).)

Things you should know about your proposed credit contract

Resolution Life Australasia Limited is your credit provider, and in this statement is referred to as 'Resolution Life'. This statement tells you about some of the rights and obligations of yourself and Resolution Life. It does not state the terms and conditions of your contract.

If you still have concerns contact Resolution Life's external dispute resolution scheme, or get legal advice.

The contract

How can I get details of my proposed credit contract?

Resolution Life must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, **which is contained in the contract document**, 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.

How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to Resolution Life, you must be given a copy to keep.

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

If you want another copy of your contract, write to Resolution Life and ask for one. Resolution Life may charge you a fee. Resolution Life has to give you a copy:

- within 14 days of your written request if the original contract came into existence one year or less before your request, or
- otherwise within 30 days of your written request.

Can I terminate the contract?

Yes. You can terminate the contract by writing to Resolution Life 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 Resolution Life 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 terminate the contract.

Can I pay my credit contract out early?

Yes. You can pay Resolution Life the amount required to pay out your credit contract on the day you wish to end your contract.

How can I find out the pay out figure?

You can write to Resolution Life 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 calculated.

Resolution Life must give you the statement within seven days after you give your request to Resolution Life. You may be charged a fee for the statement.

Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time the money is owing. However, you may have to pay an early termination charge (if your contract permits Resolution Life to charge one) and other fees.

Can my contract be changed by Resolution Life?

Yes, but only if your contract says so.

Will I be told in advance if Resolution Life is going to make a change in the contract?

That depends on the type of change. For example, you get at least same day written 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 repayments.

You can get 20 days' advance written notice for:

- a change in the way interest is calculated
- a change in credit fees and charges, or
- any other changes by Resolution Life;

except where the change reduces what you have to pay or the change happens automatically under the contract.

Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to Resolution Life. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to Resolution Life's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Section 8 – Information statement (continued)

Resolution Life's external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted on **1800 931 678**.

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 **asic.gov.au**.

Mortgages or charges

If my contract says I have to give a mortgage or charge what does this mean?

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

Should I get a copy of my charge?

Yes. It is part of your credit contract. However, you won't be given a copy if Resolution Life has previously given you a copy of the credit contract document to keep.

Is there anything that I am not allowed to do with the property I have charged?

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

Can Resolution Life take or sell the charged property?

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

General

Can Resolution Life take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact Australian Financial Complaints Authority or ASIC, or get legal advice.

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 doubts, or want more information, contact Resolution Life. You must attempt to resolve your complaint with Resolution Life before contacting Resolution Life's external dispute resolution scheme. If you're not satisfied with our handling of your complaint or our decision, you may refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA offers a free independent dispute resolution service for consumer and small business complaints.

You can contact AFCA on 1800 931 678 between 9 am and 5 pm (AEST/AEDT), Monday to Friday from anywhere in Australia, online at afca.org.au, or by writing to:

**Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001**

Please keep this information statement. You may want some information from it at a later date.

What you need to know

Resolution Life Australasia Limited ABN 84 079 300 379, AFSL No. 233671 (Resolution Life) is the issuer of this product. Any advice in this document is provided by Resolution Life and is general advice and does not take into account your objectives, financial situation or needs. Before acting on this advice, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs, as well as the product disclosure statement and plan document, available from Resolution Life at resolutionlife.com.au or by calling 133 731, before making a decision on whether to continue to hold the product. Resolution Life can be contacted via resolutionlife.com.au/contact-us or by calling the phone number mentioned above.

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Resolution Life policy loan credit guide

About the National Consumer Credit Protection Act 2009

The National Consumer Credit Protection Act 2009 regulates credit provided in Australia to individuals for personal, domestic or household purposes and for investment in residential property. If a loan is used mainly for any of these purposes then the law requires us to make assumptions about some of the disclosures (e.g. such as the total amount of fees and charges and the total amount of repayments) based on future events that may not turn out to be correct (e.g. If you have a variable rate loan, your interest rate may change).

The Act does not apply to companies, Norfolk Island borrowers or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or for business purposes (or for both purposes).

Credit guide

This credit guide applies if we are entering into a credit contract with you regulated by the National Consumer Credit Protection Act. Resolution Life Australasia Limited ABN 84 079 300 379 (Resolution Life) is the credit provider. Australian Credit Licence 233671. You can contact us by calling us on **133 731** or writing to us at **GPO Box 3306, Sydney NSW 2001**.

Resolution Life only offers loans to policy holders of certain traditional life insurance policies. From January 1, 2011 Resolution Life only offer loans with a credit limit at the time of taking out the loan with a maximum of 70 per cent of the surrender value of the traditional life insurance policy.

As a result, Resolution Life does not have to comply in respect of these loans with certain responsible lending obligations under the National Consumer Credit Protection Act 2009.

In particular this means Resolution Life will not, before providing you with a loan against your traditional life insurance policy, undertake an assessment as to whether the loan is unsuitable for you. As such we will not consider whether you were able to comply with your financial obligations under the loan or could only comply with them with substantial hardship or whether the loan meets your requirements or objectives.

You need to be aware that there are consequences in taking out a loan against your traditional life insurance policy. These include:

- the loan increasing to such an amount so that under the terms of the loan the loan will come to an end resulting in your policy lapsing
- that if you are otherwise in default of your loan the default may result in the policy lapsing or the total value of the policy being significantly reduced
- the amount you receive after you surrender your policy being significantly reduced.

We strongly suggest that you seek independent advice before taking out a loan against your traditional life insurance policy.

What to do if you have a complaint

Most enquiries can be resolved quickly by simply talking with us. You can call us on **133 731** between 9 am and 5 pm (AEST/AEDT), Monday to Friday, excluding public holidays, so we can help.

If your enquiry is not resolved to your satisfaction, you may lodge a complaint in writing. Please send your written complaint to: **Resolution Life Customer Resolutions, PO Box 234, Parramatta NSW 2124**

Or via email to:

au.service@resolutionlife.com.au

Please mark your letter 'Notice of complaint'

When you make a complaint we will:

- acknowledge your complaint
- give you a reference number and contact details so that you can follow up if you want to
- make sure we understand the issues and investigate the cause of your concern
- do everything we can to fix the problem
- respond to you as quickly as possible
- keep you informed of our progress if the matter can't be resolved quickly
- keep a record of your complaint.

If you are dissatisfied with the response you receive or our decision, you may have the right to lodge a complaint with the Australian Financial Complaints Authority on **1800 931 678**.

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Policy Loan Contract Duplicate

Please note:

This is an offer to you, the Borrower(s) below, by Resolution Life Australasia Limited, the credit provider. The offer expires if the signed copy is not received from you within 30 days of the date the Financial table was completed.

Section 1 – Borrower details

Borrower 1

Full name (Given name(s) and surname)

Residential address (PO Box is not acceptable)

State	Postcode	Country

Postal address

State	Postcode	Country

Mobile number

Alternate phone number

Borrower 2

Full name (Given name(s) and surname)

Residential address (PO Box is not acceptable)

State	Postcode	Country

Postal address

State	Postcode	Country

Mobile number

Alternate phone number

Section 2 – Financial table

Date financial table completed (dd/mm/yyyy)

Credit limit

\$ (which can change **according to your policy surrender value**)

We can reduce your credit limit at any time without your consent, even if you are not in default under the loan contract. However we cannot reduce it to less than the total advances already made to you. We will give you reasonable notice of our intention to reduce your credit limit. We will not increase your credit limit without your consent.

First advance \$ (less \$ Stamp duty)

Amount available to you \$

Annual percentage rate

Annual percentage rate

%

The annual percentage rate under this contract is variable.

We may increase or decrease the annual percentage rate without your consent.

Section 2 – Financial table (continued)

Interest charges

Interest accrues daily and is charged to your Loan Account yearly on the policy anniversary in arrears.

Minimum repayment amount

You may repay all or any part of the unpaid daily balance at any time, as long as the payment is at least \$20.

Credit fees and charges

Stamp duty of \$ will be payable. This will be deducted from the first advance and paid to the relevant State or Territory stamp duty authority(ies). (This is the only credit fee or charge currently ascertainable.)

Section 3 – Policy details ('Policy')

Policy number

Register

Life insured

Section 4 – Payment details

I would like my loan payment forwarded to my Australian bank account:

BSB number

Account number

Account name

Section 5 – Meaning of words

Loan – the credit, described on the front page of this contract and any subsequent advances under this contract.

Loan account – the account we keep in your name with which we debit the loan or any part of the loan.

We and us – Resolution Life Australasia Limited ABN 84 079 300 379, AFSL No. 233671 (Resolution Life) and its successors and assigns.

You – the person or persons named in the schedule as borrower or borrowers. If there are more than one, you means each person separately and every two or more of them jointly. You includes your executors, administrators and assigns.

When two or more of you are parties to the contract, your undertakings and agreements in the contract bind you jointly and each of you separately. For example, we may ask any one of you to pay the full amount owing under the contract.

The singular includes the plural and vice versa.

Section 6 – Frequently asked questions and loan terms

When is the loan contract made?

By signing and returning the Policy Loan Contract to us, you agree to be bound by the contract. The contract is made on the day we receive the signed copy returned from you.

Can you end the contract?

Before you obtain (or try to obtain) credit, you may end this loan contract by giving us written notice, but you will have to pay any charges or fees already incurred by us.

When is the loan repayable?

The loan is repayable on the death of the life insured or on termination of the policy. Our rights are limited to your interest in the policy and your liability for the loan is limited to the withdrawal or surrender value of the policy.

Also, if the total amount owing in respect of the loan is equal to or more than the current withdrawal or surrender value of the policy, we may cancel the policy and apply the withdrawal or surrender value of the policy to repay your loan.

You can repay all or part of the loan at any time, provided you pay the minimum repayment amount stated in the financial table.

How is the loan secured?

You charge your policy with repayment of all amounts owing in respect of the loan, including accrued interest and any unpaid fees or charges. You must not assign the policy or give any third party an interest in the policy.

Policy loans reduce the effective value of your policy. If you make a claim against your policy or surrender the policy, the amount available to you is reduced by the amount of the loan and any interest charges outstanding, at the time of settlement of your loan.

Section 6 – Frequently asked questions and loan terms (continued)

How do we fund the loan?

We pay the loan funds in accordance with your written directions at the time we debit the loan account. If the loan is partly funded or the loan balance is less than the credit limit, you may ask us via a signed written request, to provide the credit.

How long do you have to draw down the loan?

If the loan is not wholly or partly funded within one month of the date of the day we get the signed copy back from you, our obligation to provide the loan lapses and we may terminate the contract without notice to you. If the loan lapses, we may retain any fees and charges you have paid us under the contract, equal to any expenses we have incurred for purposes of the loan, including determining your loan application.

What representations do you make?

You make the following representations and warranties to us, and we rely on them, each time you ask for credit under the contract:

- (a) you are the beneficial owner of the policy
- (b) you have not assigned, charged or mortgaged the policy in favour of a third party
- (c) you are not an undischarged bankrupt
- (d) you have not assigned your policy or entered into any arrangement or composition for the benefit of your creditors
- (e) you are not borrowing as a trustee and do not hold the policy as a Trustee.

What fees must you pay?

You must pay the fees stated in the financial table **and any other fees which we notify you about**. You authorise us to pay the fees from the loan proceeds or debit them to the loan account if they are payable to another party. If the fees are for us we debit them from the loan account.

How is interest calculated and charged?

Interest:

- (a) begins to accrue from the date we first debit an amount from the loan account
- (b) accrues daily, and
- (c) is calculated on the unpaid daily balance of the loan account at the daily percentage rate then applied to the loan account. We calculate the daily percentage rate by dividing the interest rate, then applying to the loan by 365 (even in a leap year). We calculate interest at the interest rate applying to the loan on all amounts we debit to the loan account, until those amounts are paid.

We debit the loan account with interest accrued up to the end of the day prior to the debit:

- (a) with the frequency stated in the section “**interest charges**” of the Financial table and
- (b) on the day the loan account is repaid in full.

How often will you receive account statements?

We will send you an account statement each month until the loan is repaid.

Must you pay enforcement expenses?

You must pay us any reasonable expenses we reasonably incur in enforcing our rights under the contract. These expenses are:

- (a) debited to the loan account, and
- (b) due and payable on the date when debited.

We will give you reasonable advance notice of our intention to debit any enforcement expenses to the loan account.

Can we vary the contract?

Changes we can make:

A) Changes to your account features

We may from time to time:

- (a) change any interest rate we charge you (except during any fixed interest rate period)
- (b) add fees or charges
- (c) remove fees or charges
- (d) change the amount of any fee or charge
- (e) change the frequency of repayments, and
- (f) change the loan account number (for example, we may change the number when the type of interest rate applying to the loan or the loan type changes).

Each of the changes in paragraphs (a) to (f) is a separate right and this **Clause A** is to be read as if such change was a separately expressed right.

B) Changes to your account terms and conditions

We may from time to time change any of the terms and conditions to:

- (g) change the basis on which interest is charged
- (h) adjust our interest rate structure
- (i) adjust the balance ranges within which interest rates apply to your account
- (j) replace any reference rate with any other reference rate

Section 6 – Frequently asked questions and loan terms (continued)

- (k) change the frequency with which interest is debited
- (l) change the frequency with which fees are debited
- (m) add new concessions or benefits
- (n) change or remove any concessions or benefits or
- (o) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal ombudsman service or regulator.

Each of the changes in paragraphs (g) to (o) is a separate right and this **Clause B** is to be read as if such change was a separately expressed right.

C) Without limiting our rights under **Clause B**, we may from time to time change any of the terms and conditions of your account.

How we notify you of changes to your account features and terms and conditions?

We will give you prior written notice of the change except:

- (a) when the change reduces your obligations
- (b) when the change extends the time for payment of any amount under the contract, or
- (c) when there is a change to the loan account number which does not otherwise change the contract.

You agree that we may give notice as set out in this section.

Not happy with the change?

If we make a change which you do not like, you can cancel the contract by repaying the loan but, depending on your contract, fees and charges may be payable.

How are notices given?

Notices and statements of the loan account may be:

- (a) sent by prepaid post to the address last notified, or
 - (b) sent by electronic communication by:
 - (i) sending you an advice to your device or electronic equipment or to an electronic address nominated by you, that the notice or statement is available for retrieval, and
 - (ii) making the information available for retrieval at an electronic address nominated by us.
- Prior to our giving notices or statements electronically we will advise you of the implications of electing to utilise electronic communications, and we will seek your specific consent to receiving information electronically, or*
- (c) given in any other way permitted by law.

Notices sent by post are taken to be received on the day they would be received in the ordinary course of post. You should notify us if you change your address.

If any provision of these terms and conditions is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so) the remaining provisions of these terms and conditions will continue to apply to the extent possible, as if the void or unenforceable part had never existed.

Signed for and on behalf of Resolution Life.



Padraig Houlihan
Head of Savings and Investment Services
Resolution Life Australasia Limited

Section 7 – Signatures

Important	
Before you sign	Things you must know
<ul style="list-style-type: none">• Read the contract documents so that you know exactly what contract you are entering into and what you will have to do under the contract.• You should also read the information statement: 'Things you should know about your proposed credit contract'.• Fill in or cross out any blank spaces.• Get a copy of the contract documents.• Do not sign this contract document if there is anything you do not understand.	<ul style="list-style-type: none">• Once you sign this contract document, you will be bound by the contract. However, you may end the contract before you obtain credit or other means are used to obtain goods or services for which credit is to be provided under the contract, by telling Resolution Life (Resolution Life is your credit provider) in writing, but you will still be liable for any fees or charges already incurred.• You do not have to take out consumer credit insurance unless you want to. If the contract or mortgage document says so, you must take out insurance over any mortgaged property.• If you are taking out insurance, Resolution Life cannot insist on any particular insurance company.• If this contract document says so, Resolution Life can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.• If the contract says so, Resolution Life can charge a fee if you pay out your contract early.

Signed by the individual borrower(s)

Full name (Given name(s) and surname)

Borrower(s) signature

Date (dd/mm/yyyy)

Full name (Given name(s) and surname)

Borrower(s) signature

Date (dd/mm/yyyy)

Witnessed by

Full name (Given name(s) and surname)

Witness signature

Date (dd/mm/yyyy)

Received by Resolution Life by:

Full name (Given name(s) and surname)

Resolution Life signature

Acceptance date (dd/mm/yyyy)

Section 8 – Information statement

(This does not apply to Norfolk Island borrowers, or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or business purposes (or for both purposes).)

Things you should know about your proposed credit contract

Resolution Life Australasia Limited is your credit provider, and in this statement is referred to as 'Resolution Life'. This statement tells you about some of the rights and obligations of yourself and Resolution Life. It does not state the terms and conditions of your contract.

If you still have concerns contact Resolution Life's external dispute resolution scheme, or get legal advice.

The contract

How can I get details of my proposed credit contract?

Resolution Life must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, **which is contained in the contract document**, 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.

How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to Resolution Life, you must be given a copy to keep.

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

If you want another copy of your contract, write to Resolution Life and ask for one. Resolution Life may charge you a fee. Resolution Life has to give you a copy:

- within 14 days of your written request if the original contract came into existence one year or less before your request, or
- otherwise within 30 days of your written request.

Can I terminate the contract?

Yes. You can terminate the contract by writing to Resolution Life so long as:

- you have not obtained any credit under the contract, or
- a card of other means of obtaining credit given to you by Resolution Life 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 terminate the contract.

Can I pay my credit contract out early?

Yes. You can pay Resolution Life the amount required to pay out your credit contract on the day you wish to end your contract.

How can I find out the pay out figure?

You can write to Resolution Life 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 calculated.

Resolution Life must give you the statement within seven days after you give your request to Resolution Life. You may be charged a fee for the statement.

Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time the money is owing. However, you may have to pay an early termination charge (if your contract permits Resolution Life to charge one) and other fees.

Can my contract be changed by Resolution Life?

Yes, but only if your contract says so.

Will I be told in advance if Resolution Life is going to make a change in the contract?

That depends on the type of change. For example, you get at least same day written 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 repayments.

You can get 20 days' advance written notice for:

- a change in the way interest is calculated
- a change in credit fees and charges, or
- any other changes by Resolution Life;

except where the change reduces what you have to pay or the change happens automatically under the contract.

Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to Resolution Life. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to Resolution Life's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Section 8 – Information statement (continued)

Resolution Life's external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted on **1800 931 678**.

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 **asic.gov.au**.

Mortgages or charges

If my contract says I have to give a mortgage or charge what does this mean?

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

Should I get a copy of my charge?

Yes. It is part of your credit contract. However, you won't be given a copy if Resolution Life has previously given you a copy of the credit contract document to keep.

Is there anything that I am not allowed to do with the property I have charged?

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

Can Resolution Life take or sell the charged property?

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

General

Can Resolution Life take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact Australian Financial Complaints Authority or ASIC, or get legal advice.

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 doubts, or want more information, contact Resolution Life. You must attempt to resolve your complaint with Resolution Life before contacting Resolution Life's external dispute resolution scheme. If you're not satisfied with our handling of your complaint or our decision, you may refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA offers a free independent dispute resolution service for consumer and small business complaints.

You can contact AFCA on 1800 931 678 between 9 am and 5 pm (AEST/AEDT), Monday to Friday from anywhere in Australia, online at afca.org.au, or by writing to:

**Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001**

Please keep this information statement. You may want some information from it at a later date.

What you need to know

Resolution Life Australasia Limited ABN 84 079 300 379, AFSL No. 233671 (Resolution Life) is the issuer of this product. Any advice in this document is provided by Resolution Life and is general advice and does not take into account your objectives, financial situation or needs. Before acting on this advice, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs, as well as the product disclosure statement and plan document, available from Resolution Life at resolutionlife.com.au or by calling 133 731, before making a decision on whether to continue to hold the product. Resolution Life can be contacted via resolutionlife.com.au/contact-us or by calling the phone number mentioned above.

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Resolution Life policy loan credit guide

About the National Consumer Credit Protection Act 2009

The National Consumer Credit Protection Act 2009 regulates credit provided in Australia to individuals for personal, domestic or household purposes and for investment in residential property. If a loan is used mainly for any of these purposes then the law requires us to make assumptions about some of the disclosures (e.g. such as the total amount of fees and charges and the total amount of repayments) based on future events that may not turn out to be correct (e.g. If you have a variable rate loan, your interest rate may change).

The Act does not apply to companies, Norfolk Island borrowers or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or for business purposes (or for both purposes).

Credit guide

This credit guide applies if we are entering into a credit contract with you regulated by the National Consumer Credit Protection Act. Resolution Life Australasia Limited ABN 84 079 300 379 (Resolution Life) is the credit provider. Australian Credit Licence 233671. You can contact us by calling us on **133 731** or writing to us at **GPO Box 3306, Sydney NSW 2001**.

Resolution Life only offers loans to policy holders of certain traditional life insurance policies. From January 1, 2011 Resolution Life only offer loans with a credit limit at the time of taking out the loan with a maximum of 70 per cent of the surrender value of the traditional life insurance policy.

As a result, Resolution Life does not have to comply in respect of these loans with certain responsible lending obligations under the National Consumer Credit Protection Act 2009.

In particular this means Resolution Life will not, before providing you with a loan against your traditional life insurance policy, undertake an assessment as to whether the loan is unsuitable for you. As such we will not consider whether you were able to comply with your financial obligations under the loan or could only comply with them with substantial hardship or whether the loan meets your requirements or objectives.

You need to be aware that there are consequences in taking out a loan against your traditional life insurance policy. These include:

- the loan increasing to such an amount so that under the terms of the loan the loan will come to an end resulting in your policy lapsing
- that if you are otherwise in default of your loan the default may result in the policy lapsing or the total value of the policy being significantly reduced
- the amount you receive after you surrender your policy being significantly reduced.

We strongly suggest that you seek independent advice before taking out a loan against your traditional life insurance policy.

What to do if you have a complaint?

Most enquiries can be resolved quickly by simply talking with us. You can call us on **133 731** between 9 am and 5 pm (AEST/AEDT), Monday to Friday, excluding public holidays, so we can help.

If your enquiry is not resolved to your satisfaction, you may lodge a complaint in writing. Please send your written complaint to: **Resolution Life Customer Resolutions, PO Box 234, Parramatta NSW 2124**

Or via email to:

au.service@resolutionlife.com.au

Please mark your letter 'Notice of complaint'

When you make a complaint we will:

- acknowledge your complaint
- give you a reference number and contact details so that you can follow up if you want to
- make sure we understand the issues and investigate the cause of your concern
- do everything we can to fix the problem
- respond to you as quickly as possible
- keep you informed of our progress if the matter can't be resolved quickly
- keep a record of your complaint.

If you are dissatisfied with the response you receive or our decision, you may have the right to lodge a complaint with the Australian Financial Complaints Authority on **1800 931 678**.

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