

John Deere Financial Limited ACN 078 714 646 NZ GST Registration No: 70-781-018 Australian Credit Licence Number 391484 Incorporated in Queensland, Australia 166-170 Magnesium Drive, Crestmead QLD 4132, Australia PO Box 1544, Browns Plains BC QLD 4118, Australia In Australia: Phone: 1800 857 057 Fax: +61 7 3802 3142 In New Zealand: Phone: 0800 445 648 Fax: 0800 445 649 Email: 23JDFinancial@JohnDeere.com

# JOHN DEERE FINANCIAL LIMITED – CREDIT GUIDE

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

# 1. INTRODUCTION

John Deere Financial Limited offers customers credit contracts specifically designed to help purchase new John Deere agriculture or grounds care equipment.

This guide is designed to assist you to make an informed decision as to whether to enter into the proposed credit contract with John Deere Financial Limited and be reasonably aware of the full implications of entering into that proposed credit contract. It highlights for you the key features of the proposed credit contract, and provides you with an overview of our obligations and your rights in assessing the suitability of a credit contract or credit limit increase. This guide also outlines our procedure for resolving disputes.

This guide is not intended to summarise all of the terms of the proposed credit contract and you still need to read and understand all of the terms of the proposed credit contract. This guide does not form part of the proposed credit contract and if there is any inconsistency between the terms of this guide and the proposed credit contract, the terms of the proposed credit contract will prevail. If you require any further information in relation to the proposed credit contract, please call us on 0800 445 648 or email us at 23JDFinancial@JohnDeere.com. You should not enter into the proposed credit contract until you have all information that you require.

We recommend that, <u>before</u> entering into the proposed credit contract, you seek independent legal and/or financial advice, and/or advice from a consumer protection organisation such as a Citizens' Advice Bureau, <u>especially</u> if you do not understand, or you have concerns about, the proposed credit contract or any part of it.

## 2. CONTACTING US

Name: John Deere Financial Limited ("JDF", "we", "us", "our") Address: 166-170 Magnesium Drive, Crestmead QLD 4132 Phone: 0800 445 648 Fax: 0800 445 649 Email: 23JDFinancial@JohnDeere.com Website: www.JohnDeereFinancial.com.au

## **3.** THE CONTRACT – KEY FEATURES

## **3.1.** Meaning of words

The meaning of important words used in the proposed credit contract are explained in the table in **clause 10** at the end of the "Secured Consumer Loan Contract General Terms and Conditions". You must take the time to understand them.

## **3.2.** What is the 'contract'?

The contract is made up of:

- (a) the "Disclosure Statement"; and
- (b) the Secured Consumer Loan Contract Specific Terms and Conditions, which are set out in the "Acknowledgements by Borrower" at the end of the Disclosure Statement; and
- (c) the "Secured Consumer Loan Contract General Terms and Conditions."

We will send you (via email) a copy of each of these documents for you to read through. You should keep these documents in a safe place.

#### 3.3. Assessment of suitability for a credit contract or increase in credit limit

- (a) Before JDF enters into a credit contract or increases the credit limit under an existing credit contract, we are required by law to (among other things) assess the suitability of the credit contract or the credit limit increase. This is a part of our obligations as a responsible lender (see **clause 1.2(f)** in the Secured Consumer Loan Contract General Terms and Conditions).
- (b) To assess suitability, JDF will make reasonable inquiries about:
  - your requirements and objectives in relation to the credit contract or credit limit increase; and
  - your financial situation (we will also take reasonable steps to verify this).

- (c) JDF cannot enter a credit contract or agree to a credit limit increase if:
  - the contract or credit limit increase does not meet your requirements or objectives; or
  - it is likely that you will be unable to meet your financial obligations under the contract or could only meet with them with substantial hardship.
- (d) You may ask for, and JDF will give you free of charge, a written copy of our assessment at any time before entering into the credit contract or obtaining the credit limit increase or at any time prior to the date that is 7 years after the date of the contract or the date of the credit limit increase. If you request a copy of the assessment:
  - before you enter into the credit contract or increase the credit limit, we will give you a copy of the assessment before you enter into the credit contract or increase the credit limit;
  - within the first 2 years of your entry into the credit contract or the increase in credit limit, we will give you a written copy of our assessment within 7 business days after we receive your request; and
  - within 2-7 years of your entry into the credit contract or the increase in credit limit, we will give you a written copy of our assessment within 21 business days after we receive your request,

but we do not have to provide the assessment if you do not enter into the credit contract or we do not agree to the credit limit increase.

## **3.4.** Your right to cancel the contract

- (a) The Credit Contracts and Consumer Finance Act 2003 gives you a right <u>for a short time</u> after the terms and conditions of the contract have been disclosed to you to cancel the contract.
- (b) If you want to cancel this contract <u>you must give written notice to us</u> (see **section 2** above). You must also return to us any advance and any other property received by you under the contract.
- (c) If the disclosure documents are handed to you directly, you must give notice that you intend to cancel within 5 business days after you receive the documents.
- (d) If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 business days after the electronic communication is sent.
- (e) If the disclosure documents are mailed to you, you must give the notice within 7 business days after they were posted.
- (f) Please note that Saturday, Sunday and public, special or bank holidays in Brisbane, Queensland, Australia, are not counted as business days (see the meaning of "business day" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions).
- (g) We <u>do</u> have the right to charge you:
  - the amount of any <u>reasonable fees, costs and expenses</u> we had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.); and
  - <u>interest</u> for the period from the day you received the advance until the day you repay the advance (see section 3.6 below).

We will give you the required notice of these fees, costs and expenses, if we decide to charge them (see section 3.8(f) below).

(h) This is only a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, or if there is a dispute about your rights, or if you think that we are being unreasonable in any way, you should seek legal advice immediately.

(See the information under "RIGHT TO CANCEL" in the Disclosure Statement).

## **3.5.** The term of the contract

This is how long the contract lasts for and how long you have to repay it. It is stated in the Disclosure Statement under the heading "INTEREST", "Annual interest rate(s)".

## **3.6.** Interest rates and charges

- (a) The annual interest rate is the rate of interest we charge over a year. It is the percentage amount set out in the Disclosure Statement under the heading "INTEREST", "Annual interest rate(s)".
- (b) The annual interest rate is a fixed rate. That is, it is not 'variable' and does not go up and down from time to time.
- (c) We do <u>not</u> have the right to change the annual interest rate, unless you agree to that change in writing (see **clauses 9.20** and 9.21 in the Secured Consumer Loan Contract General Terms and Conditions).
- (d) We <u>do</u> have the right to change how we calculate the interest we charge you (called 'interest charges' in the contract) (see **clause 3.6** in the Secured Consumer Loan Contract General Terms and Conditions).

- (e) The 'normal' interest we charge you is calculated by multiplying the balance owing on your loan account at the end of each day by a daily interest rate (see **clause 3.1** in the Secured Consumer Loan Contract General Terms and Conditions and "INTEREST", "Method of charging interest" in the Disclosure Statement):
  - The <u>daily interest rate</u> is calculated by dividing the annual interest rate by 365 (see the meaning of "daily interest rate" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions).
  - The <u>balance owing on your loan account</u> is the original amount of the loan, less the amounts you have paid us (i.e. the repayments you have made), plus the 'normal' interest we have previously charged you (see the meaning of "balance owing on your loan account" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions).
  - When we calculate 'normal' interest charges, we do <u>not</u> include in the balance owing on your loan account any default interest charges or any other fees, charges and expenses we have charged you, <u>other than</u> the Establishment Fee and the Direct Debit Fee (see "CREDIT FEES AND CHARGES" in the Disclosure Statement and the meaning of "balance owing on your loan account" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions) and the 'normal' interest charges that have been debited to your loan account once a month.
  - The calculation is:

{annual interest rate}	х	\$amount of balance owing	=	\$amount of interest we
{ 365 }		on your loan account at the		charge you each day
		end of each day		

(= daily interest rate)

- For example, if the annual interest rate is 3% and, at the end of the day on 20 August, the unpaid balance is \$7500, the daily interest rate for 20 August will be 0.0082% ( $0.0082 \div 100$ ), and the amount of 'normal' interest we will charge you for that day is  $0.000082 \times $7500 = $0.6164$ .
- (f) The amount of the 'normal' <u>interest we charge you is debited to your loan account once a month</u> on the same day each month as the due date of your first repayment (see **clause 3.5** in the Secured Consumer Loan Contract General Terms and Conditions):
  - The amount of the monthly debit will be the sum of the amount of the 'normal' interest we charge each day in the past month.
  - Using the example above, if the first repayment is due on 30 January, interest for the month from 31 July will be debited on 30 August. The amount of that debit will be \$0.6164 x 31 days = \$19.11.
  - The monthly 'normal' interest charges are added to the amount of the balance owing on your account. That is, you will pay 'normal' interest on those earlier interest charges.
- (g) We <u>do</u> have the right to change how often we debit the interest charges to your loan account (called 'interest charges' in the contract) (see **clause 3.6** in the Secured Consumer Loan Contract General Terms and Conditions).
- (h) If we decide to make changes, we will give you notice in writing of any change 20 days before the change takes effect, except where the change is to your advantage. In that case, we may notify you within 5 business days after the day from which the change takes effect.

# 3.7. Default interest

- (a) If you do not make a repayment, or a part of a repayment, within 7 days of the day it was due, we will charge you extra interest, or 'default interest' (see **clause 3.3** in the Secured Consumer Loan Contract General Terms and Conditions).
- (b) If you are already in default and you do not make a repayment, or a part of a repayment, on the day (<u>not</u> within 7 days) it was due, we will charge you extra interest, known as 'default interest'. That is, the 7 day grace period does not apply when you are already in default and you default again (see **clause 3.3** in the Secured Consumer Loan Contract General Terms and Conditions).
- (c) The default rate of interest is <u>much higher</u> than the 'normal' interest rate (see the **default rate** set out in "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS", "Default interest charges and default fees" in the Disclosure Statement).
- (d) The default interest we charge you is calculated by multiplying the overdue amount at the end of each day that it is unpaid by a daily default rate (see **clause 3.4** in the Secured Consumer Loan Contract General Terms and Conditions).
  - If you do not make a repayment, or a part of a repayment, within 7 days of the day it was due, the default interest calculations will begin on the first day an amount became overdue, not the first day after the 7 days. It is the same where the 7 day grace period does not apply.
  - The <u>daily default rate</u> is calculated by dividing the default rate by 365 (see **clause 3.4** in the Secured Consumer Loan Contract General Terms and Conditions).
  - The calculation is:

{ <u>default rate</u> }	Х	\$overdue amount at the	=	\$amount of default
{ 365 }		end of each day		interest we charge you
				each day

(= daily default rate)

- For example, if the default rate is 15.9999%, the daily default rate is 0.04383% (0.04383 ÷ 100). If on 30 July a repayment of \$500 was not paid within the 7 days, the default interest we will charge you for each day from 31 July is 0.000044 x \$500 = \$0.02.
- (e) The amount of the default interest we charge you is debited to your loan account once a month on the same day each month as the due date of your first repayment (see **clause 3.5** in the Secured Consumer Loan Contract General Terms and Conditions).
  - The amount of the monthly debit will be the sum of the amount of the interest we charge each day in the past month.
  - Using the example above, default interest for the month from 31 July will be debited on 30 August. The amount of that debit will be  $0.02 \times 31 \text{ days} = 0.62$ .
  - Even though the default interest is debited to your loan account once a month, it is <u>not</u> added to the balance owing on your loan account. This means that you will <u>not pay 'normal' interest on default interest</u>. Default interest is, however, added to the overdue amount, so you <u>will pay default interest on those earlier default interest charges</u>.
- (f) The default rate is a fixed rate. That is, it is not 'variable' and does not go up and down from time to time.
- (g) However, we <u>do</u> have the right to change the default rate (see **clause 9.21** in the Secured Consumer Loan Contract General Terms and Conditions).
- (h) We also <u>do</u> have the right to change how we calculate the default interest we charge you, as well as the right to change how often we debit the default to your loan account (see **clause 3.6** in the Secured Consumer Loan Contract General Terms and Conditions).
- (i) If we decide to make changes, we will give you notice in writing of any change 20 days before the change takes effect, except where the change is to your advantage. In that case, we may notify you within 5 business days after the day from which the change takes effect.

## **3.8.** Other fees, charges and expenses

- (a) We may charge you, and you must pay us, during the period of the loan other fees, charges and expenses related to your loan (see **clause 5.1** of the Secured Consumer Loan Contract General Terms and Conditions for the list of fees, charges and expenses).
- (b) The <u>credit fees and charges</u> (see clause 5.1(a) and the meaning of "credit fees and charges" in the table in clause 10 at the end of the Secured Consumer Loan Contract General Terms and Conditions) we may charge you are set out under "CREDIT FEES AND CHARGES" in the Disclosure Statement.
  - The specified credit fees and charges may not be charged in all cases. For example, you will only be charged a Dishonour repayment fee if a payment is dishonoured.
  - We <u>do</u> have the right to change the amount of any credit fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. (see **clause 5.4** in the Secured Consumer Loan Contract General Terms and Conditions).
  - If we decide to make changes, we will give you notice in writing of any change 20 days before the change takes effect, except where the change is to your advantage. In that case, we may notify you within 5 business days after the day from which the change takes effect.
- (c) <u>If you breach the contract</u> and we take any steps to enforce or try to enforce the contract or our security interest (e.g. by repossessing the equipment or taking you to court), <u>we have the right to require you to pay our reasonable costs and expenses of the enforcement actions we take, including our legal costs (see clause 5.1(c) in the Secured Consumer Loan Contract General Terms and Conditions and the section "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS", "Default interest charges and default fees" in the Disclosure Statement).</u>

- (d) We do have the right to charge you, and you must pay us, for our reasonable costs and expenses involved in us
  - registering what is called a 'financing statement' on the PPSR in order to ensure that our security interest in the property is first ranking; and
  - registering, at your request only, what is called a 'financing change statement' with the PPSR to, for example, extend the time of the credit contract.

(See section **3.13** below, and **clauses 5.1(d) and (e)** and the meanings of "financing statement", "PPSA" and "PPSR" in the table in **clause 10** in the Secured Consumer Loan Contract General Terms and Conditions).

- (e) We <u>do</u> have the right to charge you, and you must pay us, for <u>taxes and costs relating to GST (Goods and Services Tax)</u> in certain circumstances (see **clauses 5.1(f) and (g)** in the Secured Consumer Loan Contract General Terms and Conditions).
- (f) We also have the right to charge you, and you must pay us, for all <u>fees, taxes, charges, interest, penalties, fines and expenses</u> to do with your contract or our security interest, or a related transaction. For example, if you cancel the contract within the short time you are allowed at the beginning of the contract (see **section 3.4** above).
- (g) We <u>do</u> have the right to <u>change</u> the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time (see **clause 5.4** in the Secured Consumer Loan Contract General Terms and Conditions). If we decide to make changes, we will give you notice in writing of any change 20 days before the change takes effect, except where the change is to your advantage. In that case, we may notify you within 5 business days after the day from which the change takes effect.

#### **3.9.** Your repayments

- (a) Details of the amounts of your repayments, the number of repayments you need to make, and when they need to be made are set out in the section "PAYMENTS" in the Disclosure Statement.
- (b) They are correct as at the statement date, which is the date at the top of the Disclosure Statement, and do not include credit or other fees and charges, default interest or changes that have been made during the term of the loan (see clauses 4.2, 4.4, 4.5 and 4.6 in the Secured Consumer Loan Contract General Terms and Conditions).
- (c) We do have the right to change the amount, number, frequency or time for payment of, or the method of calculation of, repayments (see clause 4.8 in the Secured Consumer Loan Contract General Terms and Conditions). If we decide to make changes, we will give you notice in writing of any change 20 days before the change takes effect, except where the change is to your advantage. In that case, we may notify you within 5 business days after the day from which the change takes effect.
- (d) One of the most common changes to repayments occurs at the start of the loan and another at the end of the loan.
  - At the start, if the settlement date the date we first lend you the money (see the meaning of "settlement date" in the table in **clause 10** at the end of the Secured Consumer Loan Contract General Terms and Conditions) is delayed for some reason (e.g. the equipment arrives from overseas later than expected), it is our policy not to require our customers to make their first repayment until a month after we give them the loan money. As a result, the dates when repayments need to be made will change. We will tell you about these changes in a notice accompanying our 'Welcome letter' (see **clause 4.8** in the Secured Consumer Loan Contract General Terms and Conditions).
  - At the end, if, for example, credit fees and charges or default interest have been charged during the loan term, the last repayment will be a different amount because it equals the unpaid balance on the last day of the loan term (see the **clause 4.6** and the meaning of "unpaid balance" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions). We will tell you about these changes in writing at least 20 days before the date on which you need to make the last repayment (see **clause 4.8** in the Secured Consumer Loan Contract General Terms and Conditions).

#### 3.10. If you make extra repayments or you pay your loan out early

- (a) You are allowed to make extra repayments and/or pay your loan out early (see **clause 6** in the Secured Consumer Loan Contract General Terms and Conditions).
- (b) We do not charge you a fee or charge for doing this (except if it is a cancellation made at the very start of the contract, we may charge you see section 3.4 above), and you will pay less interest because the interest we charge you depends on the actual time the money is owing (see sections 3.6 and 3.7 above).

- (c) If you wish to pay out your loan early, you need to pay us the amount required to pay out the loan on the day you wish to end the contract.
  - You can contact us (see section 2 above) 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 of the pay-out figure is made up.
  - We must give you the statement within 7 days after you make your request to us. You will <u>not</u> be charged a fee for the statement.

## 3.11. If you cannot make a repayment and/or you are suffering hardship

- (a) Get in touch with us immediately. We will discuss the matter and see if we can come to some arrangement.
- (b) If you are unable, reasonably, to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a <u>hardship variation</u>.
- (c) To apply for a hardship variation, you need to:
  - make an application in writing; and
  - explain your reason(s) for the application; and
  - request one of the following:
    - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
    - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
    - $\circ$  both of the above; and
  - give the application to us as soon as possible, so that we have enough time to consider your application.

(See the information under "WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP" in the Disclosure Statement and clauses 9.19 to 9.21 in the Secured Consumer Loan Contract General Terms and Conditions).

## **3.12.** Default (breaching the contract)

- (a) You will be 'in default' if any one or more of the situations set out in **clause 7.1** of the Secured Consumer Loan Contract General Terms and Conditions happen. You <u>must</u> take the time to read and understand them.
- (b) We recommend that, <u>especially</u> if you do not understand or you have concerns about this clause or any part of it, that you seek independent legal and/or financial advice, and/or advice from a consumer protection organisation such as a Citizens' Advice Bureau, <u>before</u> entering into the contract.
- (c) If you are 'in default:
  - we will give you a written notice stating this and that you must fix the situation within the time we state; and
  - if the default is non-payment or late payment of money, <u>you may have to pay us default interest</u> (see section 3.5 above); and
  - <u>if you do not fix the situation</u> in the time we give you, <u>the whole of the unpaid balance</u> (see the meaning of "unpaid balance" in the table in **clause 10** of the Secured Consumer Loan Contract General Terms and Conditions) is <u>automatically and immediately due for payment</u>. We are not required to give you a notice stating this; and
  - if you do not pay the whole of the unpaid balance, we have the right to sue you in court or repossess and sell the equipment, or both; and
  - <u>you may have to pay us fees, charges and our expenses</u> relating to the default, including our repossession and legal costs (see **section 3.6** above and **clause 5.1(c)** of the Secured Consumer Loan Contract General Terms and Conditions and the section "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS", "Default interest charges and default fees" in the Disclosure Statement).

(See clause 7.3 of the Secured Consumer Loan Contract General Terms and Conditions).

## 3.13. Equipment as our security

- (a) We have a security interest over the equipment that is bought by you with the loan we give you. The security interest is included in your credit contract (see clause 8.1 and the meanings of "the property" and "security interest" in the table in clause 10 of the Secured Consumer Loan Contract General Terms and Conditions, and details of the security interest and the property set out under "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS" in the Disclosure Statement).
- (b) We register all security interests on the PPSR which is the register administered by the New Zealand government's Companies Office where details of security interest in personal property can be registered and searched (see clause 8.15 of the Secured Consumer Loan Contract General Terms and Conditions).
- (c) <u>Your rights</u> of ownership and possession of, and to deal with, the equipment <u>are subject to the security interest</u>, which gives us rights over the equipment, and secures you meeting your obligations under the contract, or the payment of money under the contract, or both (see **clauses 8.5 to 8.22** of the Secured Consumer Loan Contract General Terms and Conditions).
- (d) If you fail to meet your obligations or pay money under the contract, we have the right to repossess and sell the equipment, sue you in court, or both (see clauses 8.19 and 8.22 of the Secured Consumer Loan Contract General Terms and Conditions). That is, you can lose the property, which we are allowed to take and sell, and you might still owe money to us.
- (e) The <u>contract requires you</u> to (among other things):
  - keep the equipment in good working order and condition; and
  - tell us if it is stolen, lost, defective or seriously damaged; and
  - keep it insured,

and it prohibits you from (unless we have given our prior written consent):

- selling the equipment; or
- granting security over it to anyone else (including another company); or
- moving it from the address set out under "WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS" in the Disclosure Statement; or
- allowing it to be installed in, or affixed to, other goods that are not secured under the credit contract; and
- fixing it to land or buildings; or
- changing any identifying mark on the equipment; or
- dealing with the equipment, or a part of it, in any other way. Examples of 'deal' include rent, lease, trade, market, promise, gift, bestow, divide, disperse.

(See clauses 8.6, 8.7 and 8.14 of the Secured Consumer Loan Contract General Terms and Conditions).

## 3.14. Insurance

- (a) <u>You are required to take out and pay the cost of insurance</u> over the equipment (see **clause 8.7** of the Secured Consumer Loan Contract General Terms and Conditions).
- (b) We do not and cannot insist that you use any particular insurance company. However, we are, acting reasonably, permitted to approve or disapprove of your insurer and the form and substance of the insurance (see **clause 8.8** of the Secured Consumer Loan Contract General Terms and Conditions).
- (c) If we ask, you are required to give us any information about the insurance (see **clause 8.9** of the Secured Consumer Loan Contract General Terms and Conditions).
- (d) If you make an insurance claim in respect of the equipment, the money from that claim should be used to replace or repair the equipment, or be paid to us, or use or hold them as we direct you to insurance (see **clause 8.11** of the Secured Consumer Loan Contract General Terms and Conditions).

## 4. **RESOLVING DISPUTES**

- **4.1.** JDF is committed to a fair and prompt resolution of any disputes or complaints. All complaints will be processed at no charge to you.
- **4.2.** Should you have such a concern please contact us on 0800 445 648. This will allow us to serve you better and continually improve our customer service. Often these complaints or concerns are misunderstandings that can be resolved via a telephone conversation or two with our Customer Service Representative.

## 4.3. You can also:

- (a) Email the Customer Service Representative at 23JDFComplaints@JohnDeere.com
- (b) Fax the Customer Service Representative a letter to 0800 445 649
- (c) Send the Customer Service Representative a letter to our postal address: P.O. Box 1544, Browns Plains BC QLD 4118
- (d) Visit the Customer Service Representative at our street address: 166-170 Magnesium Drive, Crestmead QLD 4132
- **4.4.** If you have chosen to email, fax or write to us with a complaint, you will receive an acknowledgement so you will know that we have received your complaint.
- **4.5.** The Customer Service Representative will:
  - (a) assist you with handling the complaint and will advise if any further information is needed; and
  - (b) liaise with managers and staff at JDF to find answers for you.
- **4.6.** We will inform you of the decision and the reasons for that decision. Unless there are exceptional circumstances, we will generally respond to your complaint within 40 days of receipt of the initial complaint, or such shorter period as required by law.
- **4.7.** If we are unable to resolve the complaint within 40 days we will:
  - (a) Inform you of the reasons for the delay;
  - (b) Specify a date when a decision can be reasonably expected; and
  - (c) Notify you of your right to contact the independent dispute resolution scheme, Financial Services Complaints Limited.
- **4.8.** If you are not satisfied with the result of your complaint you may wish to contact the dispute resolution scheme, Financial Services Complaints Limited.
  - (a) You are free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreement you have with the creditor.
  - (b) Contact details of the dispute resolution scheme:

Phone:0800 347 257Website:http://www.fscl.org.nzBusiness address:Level 4, Sybase House, 101 Lambton Quay, Wellington 6011.

# PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT TO READ IT AGAIN AT A LATER DATE.