

# Terms and Conditions

## Definitions and Interpretation

**“Agreement”** means the agreement created by our current standard Engagement Letter (the **“Engagement Letter”**) and these Terms and Conditions.

**“Claim”** means a claim to do with:

- The sale of Consumer Credit Insurance (CCI) or any Other Relevant Product;
- Any unfairness you experience from a Creditor connected in any way to CCI or any Other relevant Product; or
- Any other issue which you ask us to represent you, which we agree to undertake.

Our **“Claim Service”** includes our attempt to identify if you might have had, or have had, CCI or any Other Relevant Product, establishing the Creditor, representing you in making any Claims, and any matters related to that, including advising you, investigating on your behalf, negotiating, and agreeing to or rejecting the terms of any settlement or offer of Compensation on your behalf.

We may refer your Claim to an external dispute resolution scheme, for example, the Australian Financial Complaints Authority (**“AFCA”**), but we won’t be obliged in any instance to do so. An external dispute resolution scheme can help resolve complaints between you and a Creditor.

Our Claim Service does not or nor does it purport to provide legal services or advice. If it becomes advantageous for solicitors to be engaged in respect of your claim, we will contact you to discuss the terms on which a solicitor will be engaged.

**“Compensation”** means all money or financial benefit that is awarded or accrues to you, arising directly or indirectly from any Claim in connection with which we have provided the Claim Service. Compensation may be in the form of cash payment, cheque payment, credit to a bank account, credit card, loan or any other account, offset of any monies owing or in any other way.

Where we provide the Claim Service for a CCI policy or Other Relevant Product (an **“Initial Claim”**), you might be awarded or accrue money or a financial benefit for another CCI policy or Other Relevant Product, which we didn’t identify when making the Initial Claim.

Regardless of whether this is directly or indirectly a consequence of our actions, this money or financial benefit will constitute Compensation, and our Success Fee will be payable in relation to it.

Similarly, if we, any Creditor, or any other third party, identify any other potential Claim, you agree that we can make a Claim without getting your consent in advance and that any sum or financial benefit arising to you as a direct or indirect result will also constitute Compensation.

Compensation includes, for example, all refunds, repayments, interest, compensation for lost interest, sums paid following actual or purported reconsideration of previously rejected claims for refunds, all gesture of goodwill payments and "distress and inconvenience" payments. Compensation includes all sums and benefits (and in particular all those described above), included without deduction of any applicable tax.

A "**Creditor**" is any person or organisation (for example, a bank, lender, broker, selling agent or underwriter) against who a Claim is made in the course of us providing the Claim Service.

"**Instruction**" means when you provide an electronic signature to sign up for our Claim Service, agreeing to our Terms and Conditions. "**Instruct**" and "**Instructed**" should be interpreted accordingly.

The "**Letter of Authority**" is the document we send to a Creditor telling them that we have your authority to represent you.

"**Other Relevant Product**" means any insurance product or any other products or services to which, or to the sale of which, or to the conduct of any party to which, we are, for the time being, willing and able to give the Claim Service.

"**CCI**" means a Consumer Credit Insurance policy as defined in the National Consumer Credit Protection Act 2009 (Cth).

"**You**" and "**your**" means the customer(s) whose details are set out in the Letter of Authority and who have appointed Reclaimer to act on their behalf. If there is more than one such customer, "you" means all of them jointly and each independently.

In this Agreement, references to "**Reclaimer**", "**us**", or "**we**" means Reclaimer Australia Pty Ltd (ABN 83 634 364 604).

References to: any gender includes all genders; the singular includes the plural; any statute includes its amendment or replacement; and any person includes any legal person and that person's successors in title.

Any examples given do not limit the generality of the words, cases, or classes they refer to.

In this Agreement, headings are for convenience only. They do not affect the interpretation of these Terms and Conditions or this Agreement.

## **1. Who Will Perform This Agreement**

a. Reclaimer Australia Pty Ltd, any of its authorised agents or representatives will provide the Claim Service in relation to any Claim.

b. We can assign the rights or benefit under this Agreement, or subcontract to others, any of our actions or obligations under this Agreement without the need for consent.

## **2. The Claim Service**

a. By signing the Engagement Letter, you engage us to provide you with the Claim Service as described in this Agreement. Unless and until you do so, you won't have engaged us to provide you with the Claim Service, and we will not be obliged to do so.

b. We will carry out the Claim Service for any CCI policy or Other Relevant Products that we agree to with you or consider appropriate at our discretion. We won't be obliged to undertake the Claim Service further or otherwise at any time and under any circumstances.

c. We don't guarantee to find any CCI policies or Other Relevant Product there may be, and we won't breach any obligation by not doing so.

d. You give us your permission and authority to deal with Creditors and any other relevant persons or organisations on your behalf and to get any information from Creditors we consider appropriate for the Claim Service.

e. You acknowledge we have told you that you could attempt to find any CCI policies or Other Relevant Product or complain to a Creditor without our help; and refer a complaint to AFCA free of charge and without any liability to pay a Success Fee.

f. If we decide that it would be inappropriate to pursue a Claim, or that pursuing a Claim, or pursuing it more, wouldn't be in our interest, we can at any time stop providing the Claim Service for that Claim. In which event you will not be entitled to any payment from us of any compensation or damages for any loss that may arise as a consequence of us stopping doing so.

### **3. What You Agree**

a. You agree that we are authorised to represent you, and perform the Claim Service in pursuing all Claims, for any CCI policies and/or any Other Relevant Product identified by our investigation and any of those identified later or otherwise (except for any CCI and/or Other Relevant Product you specifically tell us not to include).

b. You agree to give us all relevant information and items we request to allow us to pursue any Claim better; and to send to us any correspondence (for example, letters or emails) you receive directly from any Creditor in connection with such Claim.

c. You agree not to ask us to work improperly, in an unreasonable way or to mislead us, and that you will give truthful and accurate information to the best of your ability.

d. You authorise any Creditor or third party to release any information to us that we consider appropriate for the Claim Service.

e. You agree that a Creditor can pay any Compensation directly to us and that we can receive, bank and give a valid receipt for that Compensation. If a Creditor pays Compensation directly to us, we will transfer the balance of that Compensation, minus our fee, to you as soon as possible.

f. You agree not to appoint any other representative to pursue a Claim which you have instructed us to pursue and to end any earlier appointment for any such Claim. Additionally, you agree that whether or not you end any earlier appointment, our appointment under this Agreement supersedes and revokes such earlier appointment.

g. If you accept an offer of Compensation, the Creditor may cancel your CCI policy or Other Relevant Product. In these circumstances, you agree that it's your responsibility, not ours, to check whether any alternative insurance cover or replacement product may be necessary or appropriate for you, and, if so, to purchase or arrange it.

### **4. Success Fee**

a. Where a Creditor makes you an offer of Compensation, we charge a fee (the "Success Fee") for providing the Claim Service.

b. The Success Fee is 30% (plus GST at current rates) of any Compensation: this is equivalent to \$330 for every \$1,000 of Compensation. For example, if a Creditor awards you \$2,000 in Compensation, you would pay \$660, including GST at current rates.

c. We are entitled where required to do so by law to deduct or pay any form of tax which is due on any Compensation you receive.

If any tax is deducted or withheld from your Compensation before being paid to you, this won't affect the Success Fee. For example, if you're awarded \$1,000 Compensation, but \$50 of tax is withheld (so you receive \$950), the amount payable, including GST at current rates, will be \$330 (being 33% of \$1,000).

d. References to GST at "current rates" means the applicable rate of GST on the date we sent you the Engagement Letter. If this changes, the amount payable will change accordingly.

e. Our Success Fee becomes payable by you when a Creditor offers to pay Compensation in relation to a Claim. You agree to pay our Success Fee in full within 28 days of being made aware of an offer of Compensation, either by the Creditor or ourselves.

f. Where our Success Fee is not paid within 28 days, and we have not agreed to alternative payment terms, the payment of our Success Fee will be considered overdue. You accept that we can refer overdue payments to third parties (for example, a debt collection agency or law firm).

You accept that you will be liable for, and indemnify Reclaimer for, all additional costs or charges incurred, by the third party or us, in pursuing the collection of the overdue payment. These costs include recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis, debt collection commission and legal fees on an indemnity basis.

## **5. Cancelling This Agreement**

a. You can cancel this Agreement at any time, by notice in writing sent by email to [support@reclaimer.com.au](mailto:support@reclaimer.com.au).

b. If we stop providing the Claim Service for any Claim, that doesn't mean we can't collect payment for any other Claim.

c. If you cancel this Agreement after we have notified you that we have submitted a claim to a Creditor, our Success Fee will still be payable.

## **6. Making a Complaint**

a. You can make a complaint about our service by email to [support@reclaimer.com.au](mailto:support@reclaimer.com.au).

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: [www.afca.org.au](http://www.afca.org.au)

Telephone: 1800 931 678 (free call)

Email: [info@afca.org.au](mailto:info@afca.org.au)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## **7. General**

a. The provisions of this Agreement will continue to operate once it's ended to the extent necessary to give the fullest effect to its terms and intention.

b. If we don't enforce any term of this Agreement, or exercise any legal right, whether arising under this Agreement or the general law, that will not prejudice our right to enforce the relevant term, or to exercise the relevant right, at any later time; or to enforce any other term, or exercise any other right, at any time whatsoever.

c. This Agreement has been written to comply with the law. If this is found not to be the case, the relevant provision or part-provision of this Agreement will apply to the maximum permissible extent; and all other provisions or part provisions will be unaffected and remain enforceable.

d. We'll communicate with you via our website, customer portal, email, phone (calls or messages) or post. Please let us know if any of your contact details change.

e. We may not return original documents (such as statements, policy or credit agreements) to you.

f. This Agreement is personal to you and can't be transferred by you, except to your personal representatives.

g. We do not represent and make no warranty that any Claim you may have will be successful or will result in a financial benefit to you. You agree that you will not hold us liable if Compensation is not paid, or the amount of Compensation paid in respect of your Claim is not considered adequate by you.

h. You warrant that the information supplied to us in support of your Claim is at all times true and accurate and that you will immediately inform us upon becoming aware that any information supplied to us in support of your Claim is no longer true or accurate of that fact.

You agree that we will not be liable to you for any loss or damage that you may suffer as a result of untrue or inaccurate information being supplied to us and indemnify us for any liability to which we are exposed as a consequence of your breaching this warranty.

#### **8. Applicable Law**

Queensland law applies to this Agreement, and in respect of any dispute or proceedings, you consent to the non-exclusive jurisdiction of the Queensland Courts.