

## CREDIT GUIDE

### Our responsible lending obligations

We must not enter into a credit contract, or increase a credit limit, if the contract is unsuitable for the consumer.

A proposed credit contract or increase in a credit limit will be unsuitable if, at the time it is entered into, it is likely that:

- ) the consumer will be unable to comply with their financial obligations under the contract, or could only comply with substantial hardship; or
- ) the contract will not meet the consumer's requirements or objectives.

The law presumes substantial hardship (unless the contrary is proved) where, looking at the issue at the time the assessment is made, the consumer could only have complied with their financial obligations under the credit contract by selling their principal place of residence.

If requested by the consumer, we must give them a copy of our assessment that the credit contract or increase in a credit limit that they are applying for, or have applied for, will not be unsuitable.

We must give the consumer the copy of our assessment:

- ) if requested before entering into the credit contract or increasing the credit limit - before entering into the credit contract or increasing the credit limit;
- ) if requested within 2 years after entering into the credit contract or increasing the credit limit – within 7 business days of our receiving the request;
- ) if requested 2 years, but no than more than 7 years, after entering into the credit contract or increasing the credit limit – within 21 business days of our receiving the request.

We must provide the copy of the assessment free of charge.

### Resolving Complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customer's expectations and address them genuinely, efficiently and effectively.

You can raise your complaint with us by:

- (a) speaking to a member of our staff directly
- (b) telephoning 1300 553 582
- (c) [www.circle.com.au/your-circle/contact](http://www.circle.com.au/your-circle/contact)
- (d) emailing us at [info@circle.com.au](mailto:info@circle.com.au)

- (e) writing to us at:  
CIRCLE Alliance Bank  
Complaints Officer  
PO Box 135  
Deer Park VIC 3023

Where we have issued the financial product or service in question as an authorised representative of Bendigo Bank, or our other third party licensees, they also have a legal responsibility for having an IDR system in place and may become involved in the dispute.

If you want to raise a complaint directly with Bendigo Bank, you can contact the Customer Feedback Team at:  
Reply Paid PO Box 480  
Bendigo VIC 3552  
Telephone: 1300 361 911  
8.30am – 5.00pm (AEST/ADST) Monday to Friday  
Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:  
GPO Box 3  
Melbourne Vic 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

GPO Box 5218  
Sydney NSW 2001  
Telephone: 1300 363 992  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Web: [www.oaic.gov.au](http://www.oaic.gov.au)