

## Financial Counsellor template

### Credit contract dispute: asking for documents relating to a credit contract

## What is this template for?

You can use this letter to ask for documents relating to a credit contract. This is usually the first step to take if your client is disputing a credit contract.

*National Credit Code* | *National Consumer Credit Protection Act 2009*

## What do I need to know before using this template?

The information in this template is not legal advice. If you have any questions about your client's situation, please contact Consumer Action Law Centre on (03) 9602 3326.

1. There are some additional requirements for payday loan providers when they assess whether a payday loan is suitable. We refer to these in the letter. "Payday loans" is a term we use to describe a small amount credit contract. A small amount credit contract is a loan:
   1. Where the amount borrowed is $2,000 or less; and
   2. Under which the repayment period is for 16 days to 12 months.
2. To ensure a timely response, it’s important to set a deadline.
3. If you don’t receive the documents by the deadline, or you are otherwise unhappy with the response you do receive, you can complain to the Australian Financial Complaints Authority (<https://www.afca.org.au/>).

Worker help

For legal advice on consumer matters for Victorian Financial Counsellors or other Victorian community workers, call us on our Worker Advice Line (03) 9602 3326, or email us at: advice@consumeraction.org.au

Your name

Address

Address

Name of other party

Address

Address

Date

Dear [Other party name]

**Account Number: [insert account/contract number if known]**

Please provide the following information about the above account:

1. Copies of all documents relating to the above loan contract pursuant to section 185(1) of the *National Credit Code* (the **Code**) including:

* the credit contract, mortgage or guarantee
* any credit-related insurance contract in your possession
* any notices you have sent to our client

1. A statement of amount owing in accordance with section 36(1) of the Code setting out:

* the current balance of the account,
* any amounts credited or debited to the loan over the life of the account
* any amounts overdue and when each such amount became due
* any amount payable and the date it became due.

1. A statement of amount payable as at today's date with details of items which make up that amount in accordance with section 83 of the Code.
2. Either:
   1. [contracts POST 1 January 2011] A copy of the assessment of suitability under section 132 of the *National Consumer Credit Protection Act 2009* (Cth) (if applicable). or
   2. [contracts PRE 1 January 2011] Any assessment undertaken by your organisation as to the suitability of this loan for our client, including any assessment of the purposes for obtaining the loan, and any assessment of his/her ability to repay the loan (if any).
3. Any application documents regarding the loan application, and in particular any certification in relation to the provision of independent legal advice and/or independent financial advice, provided to our client.
4. [If the credit contract is a payday loan]: Bank statements for the 90 day period before the assessment of suitability as required by section 130(1A) of the *National Consumer Credit Protection Act 2009* (Cth).

[Optional if you feel it would assist your client's case:]

1. Copies of records of any phone conversations between your company and our client.
2. Any correspondence between your company and [insert broker name].

You can send the documents to me by email ([email address]) or post ([postal address]).

In the meantime, I ask that you take no other action on this account until at least [14] days after I receive all the documents. If you can’t agree to this request, please advise me immediately.

Please note that my office is not authorised to acknowledge, admit or ratify any agreement with you and this letter is not to be interpreted in that way.

Please contact me/ [Name] of our office on [preferred contact number] if you have any questions.

Yours faithfully

**[Your name]**