

## Form 12A—Information about debtor’s rights after default

paragraphs 88(3)(f) and (g) of the Code  
regulation 86 of the Regulations

**IMPORTANT**  
**You are in default of your credit  
contract because you  
have not made a payment**  
***[alternative wording can be used if the  
default is not the result of failing to  
make a payment].***

### **YOU NEED TO CONTACT US IMMEDIATELY**

#### **1. Are you in financial hardship? Contact us immediately**

Contact us\* [*insert telephone number or email address for dealing with financial hardship applications*] to discuss your situation. We may be able to help you to repay your debt by agreeing to vary your contract (for example, changing the amount or timing of your repayments). The sooner you contact us, the easier it will be to help you.

If you do nothing **before** [*insert default notice period end date*], we can commence enforcement action against you.

If we refuse to change your contract, we will notify you in writing and you can seek a review of our decision by going to the AFCA scheme by [*insert contact details and method(s) for lodging complaints*].

If you go to the AFCA scheme, you may have enforcement action put on hold while your complaint is considered. You are not bound by the decision that the AFCA scheme makes and you can still apply to a court if you are not satisfied.

### **THE AFCA SCHEME IS A FREE AND INDEPENDENT SERVICE TO RESOLVE COMPLAINTS.**

#### **2. If you are having financial difficulties you can also contact a financial counsellor on 1800 007 007 (free call)**

For information about your options for managing your debts, ring 1800 007 007 from anywhere in Australia to talk to a free and independent financial counsellor.

### **3. Your other rights**

You have other rights, including the right to ask us to postpone any enforcement action before [*insert default notice period end date*].

\* Credit providers may replace the word “us” with the name of a relevant area. For example: “Contact our Hardship Team”.