

Responsible Lending Policy

Courtesy Investments Pty Ltd
Trading As
Customised Car Finance

Company:	Courtesy Investments Pty Ltd
ACN:	069 573173
Credit Licence:	481490
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VERSION CONTROL

Version Number	Date Updated	Notes
1	7 th November 2025	Original document prepared and finalised.

SECTION A – INTRODUCTION

1. BACKGROUND

- 1.1 This document outlines Courtesy Investments Pty Ltd's ("**Customised Car Finance**") policies and procedures for meeting an Australian Credit Licensee's responsible lending obligations.
- 1.2 Under the *National Consumer Credit Protection Act 2009* (Cth) ("**the National Credit Act**"), the Responsible Lending Obligations apply where the Licensee:
 - (a) enters into a Credit Contract with a customer;
 - (b) increases the credit limit on an existing Credit Contract; or
 - (c) makes an unconditional representation to a customer that the licensee considers that they are eligible to do either of the above with the licensee;
- 1.3 The primary obligation is to conduct an assessment that the Credit Contract is 'not unsuitable' for the client.
- 1.4 A Credit Contract will be unsuitable where it is likely that:
 - (a) the Credit Contract does not meet the customer's requirements and objectives; or
 - (b) the customer will be unable to meet their payment obligations either at all or only with Substantial Hardship; or
 - (c) where other circumstances as noted by the law may apply to the Credit Contract.
- 1.5 To meet its responsible lending obligations, Customised Car Finance must perform the following four steps:
 - (a) make reasonable enquiries about the customer's financial situation, and their requirements and objectives;
 - (b) take reasonable steps to verify the customer's financial situation; and
 - (c) make a final assessment (based on the findings of the enquiries and verification) about whether the Credit Contract is 'not unsuitable' for the customer;
 - (d) take any steps prescribed by the regulations to verify any matter prescribed by the regulations.
- 1.6 These obligations apply to Customised Car Finance when Customised Car Finance:
 - (a) enters into a Credit Contract with a customer;
 - (b) increases the credit limit on an existing Credit Contract; or
 - (c) makes an unconditional representation to a customer that Customised Car Finance considers that they are eligible to enter into a Credit Contract with Customised Car Finance, or that the credit limit of an existing contract with Customised Car Finance will be able to be increased.

- 1.7 These obligations will apply to new Credit Contracts and also when Customised Car Finance considers whether to increase a credit limit under an existing Credit Contract.

2. OBJECTIVES OF POLICY

- 2.1 Customised Car Finance's Responsible Lending Policy ("**Policy**") has been implemented because:
- (a) Customised Car Finance has an obligation under the law to have in place adequate arrangements to guarantee that its responsible lending obligations are met;
 - (b) Customised Car Finance also has a general obligation as a licensee to deal with customers efficiently, honestly and fairly; and
 - (c) where procedures for meeting the responsible lending obligations are not managed appropriately, Customised Car Finance's Australian Credit Licence ("**Credit Licence**") may be suspended or cancelled and Customised Car Finance and/or its Representatives may be liable for fines and/or imprisonment in extreme cases.
- 2.2 This Policy applies to Customised Car Finance and all of its Representatives.

3. DEFINITIONS

- 3.1 **ADI** refers to an Authorised Deposit-taking Institution.
- 3.2 **Credit Contract** refers to a contract under which credit is or may be provided to which the National Credit Code applies. The National Credit Code applies when the Credit Contract is entered into or (in the case of pre-contractual obligations) is proposed to be entered into, where:
- (a) the debtor is a natural person or a strata corporation; and
 - (b) the credit is provided or intended to be provided wholly or predominantly:
 - (i) for personal, domestic or household purposes; or
 - (ii) to purchase, renovate or improve residential property for investment purposes; or
 - (iii) to refinance credit that has been provided wholly or predominantly to purchase, renovate or improve residential property for investment purposes; and
 - (c) a charge is or may be made for providing the credit; and
 - (d) the credit provider provides the credit in the course of a business of providing credit carried on in this jurisdiction or as part of or incidentally to any other business of the credit provider carried on in Australia.
- 3.3 **Consumer Lease** refers to a contract for the hire of goods by a natural person or strata corporation under which that person or corporation does not have a right or obligation to purchase the goods. Consumer Leases to which the National Credit Act applies are where:
- (a) the goods are hired wholly or predominantly for personal, domestic or household purposes; and

- (b) a charge is or may be made for hiring the goods and the charge together with any other amount payable under the Consumer Lease exceeds the cash price of the goods; and
- (c) the lessor hires the goods in the course of a business of hiring goods carried on in this jurisdiction or as part of or incidentally to any other business of the lessor carried on in this jurisdiction.

3.4 **National Credit Act** refers to the National Consumer Credit Protection Act 2009 (Cth).

3.5 **Representative** refers to any person who acts on Customised Car Finance's behalf in relation to credit activities. This includes:

- (a) Customised Car Finance's employees and directors;
- (b) Customised Car Finance's authorised credit representatives; and
- (c) any other person acting on Customised Car Finance's behalf.

3.6 **Substantial/Financial Hardship** arises where a customer is reasonably unable to meet their contractual obligations due to illness, unemployment or other reasonable cause (can include a change in the customer's financial circumstances or reduction in income).

SECTION B – DISCLOSURE DOCUMENTS

4. DOCUMENTS PROVIDED TO CUSTOMERS

4.1 In addition to the responsible lending obligations, Customised Car Finance must also provide certain disclosure documents to customers at particular stages of the credit process.

4.2 The table below outlines these documentation requirements:

Document	Content	When to Provide
Credit Guide	<p>The Credit Guide Must:</p> <ul style="list-style-type: none">(a) Disclose information about Customised Car Finance's obligation to not enter a customer into an unsuitable Credit Contract;(b) Outline how the consumer can request a copy of the written assessment;(c) Disclose Customised Car Finance's relationship with a mortgage manager or product designer where Customised Car Finance has entered into a Credit Contract as a result of credit assistance provided by a mortgage manager or product designer. <p>The Credit Guide does not need to include fees, charges and commissions.</p>	<ul style="list-style-type: none">(a) As soon as practicable after Customised Car Finance become aware that the customer is likely to enter into a Credit Contract with Customised Car Finance.(b) Customised Car Finance's credit representatives will give a Credit Guide to the customer at the same time that they give the customer the Credit Guide of Customised Car Finance.
Final Assessment that the Credit Contract is not unsuitable	Please refer to Section G.	<ul style="list-style-type: none">(a) Customised Car Finance must give a customer the written Final Assessment, free of charge upon request.

		(b) Customised Car Finance is not required to give a written Final Assessment where the Credit Contract is not entered into or the credit limit is not increased.
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SECTION C – PROCEDURES FOR MAKING REASONABLE ENQUIRIES

5. MAKING REASONABLE ENQUIRIES

5.1 In making reasonable enquiries about the particular customer's financial situation, their requirements and objectives, Customised Car Finance will consider the following:

- (a) the potential impact on the customer of entering into an unsuitable Credit Contract;
- (b) the potential negative impact on the customer if the Credit Contract is unsuitable, making more extensive enquiries if it is relatively likely there will be a serious impact. For example, if the size of a loan is large relative to the customer's capacity to repay the loan;
- (c) the complexity of the Credit Contract, making more extensive enquiries where the Credit Contract has complex terms;
- (d) the capacity of the customer to understand the Credit Contract, making more inquiries where it becomes clear that:
 - (i) the customer has limited capacity to understand the Credit Contract and their payment obligations under the Credit Contract. For example, customers with limited knowledge of English;
 - (ii) the customer has conflicting objectives;
 - (iii) the customer is confused about their objectives (or has difficulty articulating them); or
 - (iv) there is an apparent mismatch between the customer's objectives and the product being considered by the customer;
- (e) whether the customer is an existing customer or a new customer, making more extensive enquiries for new customers; and
- (f) the nature of the particular service being provided, making more extensive enquiries for more complex services.

5.2 Customised Car Finance will take any other steps it considers necessary to ensure that all reasonable enquiries have been made.

6. REASONABLE ENQUIRIES ABOUT A CONSUMER'S FINANCIAL SITUATION

6.1 Customised Car Finance is required to find out about the particular customer's current financial situation. Customised Car Finance must obtain information about the customer's income, expenses and other circumstances that are likely to affect the customer's ability to meet the financial obligations of the proposed Credit Contract.

- 6.2 In making reasonable enquiries about the customer's financial situation, Customised Car Finance will consider the following:
- (a) the customer's current amount and source of income or benefits (including the nature and length of their employment and whether all or part of the customer's income is sourced from Centrelink payments or similar);
 - (b) the extent of the customer's fixed expenses such as:
 - (i) rent;
 - (ii) repayment of existing debts;
 - (iii) child support; and/or
 - (iv) recurring expenses such as insurance fees;
 - (c) the customer's variable living expenses (including the needs of dependants and any particular or unusual circumstances);
 - (d) the customer's discretionary expenditure such as entertainment, take-away food, alcohol, tobacco and/or gambling;
 - (e) the extent to which any existing debts are to be repaid from the credit advanced;
 - (f) the customer's credit history including:
 - (g) the number of small amount Credit Contracts the customer has been a debtor under within the previous 90-day period; and
 - (h) whether the customer has defaulted on payments under those contracts;
 - (i) the customer's circumstances including:
 - (i) their age; and
 - (ii) number of dependants;
 - (j) the customer's assets, including their nature (such as whether they produce income) and value;
 - (k) any significant changes to the customer's financial circumstances that are reasonably foreseeable such as:
 - (i) a change in repayments for an existing home loan due to foreseeable interest rate changes (e.g. ending of a 'honeymoon' interest rate); or
 - (ii) changes to the customer's employment arrangements such as seasonal employment or impending retirement and plans to fund retirement (for example, from superannuation or income producing assets);
 - (l) geographical factors, such as remoteness, which may require consideration of specific issues (such as potentially higher living costs compared to urban areas);

- (m) whether the customer will need to sell their principal place of residence to comply with their financial obligations under the Credit Contract;
- (n) indirect income sources (such as income from a spouse) where that income is reasonably available to the customer, taking into account the history of the relationship and the expressed willingness of the earning person to meet repayment obligations; and
- (o) any other matters that Customised Car Finance considers to be relevant in assessing whether the Credit Contract will be 'not unsuitable' to the customer.

6.3 If Customised Car Finance takes into consideration the relevance of indirect income to a customer's financial situation, Customised Car Finance is required to obtain information of the earning person's financial situation in accordance with Section 6.2 and verify that information is accordance with Section 10.1.

7. REASONABLE ENQUIRIES ABOUT A CONSUMER'S REQUIREMENTS AND OBJECTIVES

7.1 In making reasonable enquiries about the particular customer's requirements and objectives, Customised Car Finance will consider the following:

- (a) the value of the Credit Contract needed or the maximum amount of Credit Contract sought;
- (b) the timeframe for which the Credit Contract is required;
- (c) the purpose for which the Credit Contract is sought and the benefit to the customer;
- (d) whether the customer seeks particular product features or flexibility, the relative importance of different features to the customer, and whether the customer is prepared to accept any additional costs or risks associated with these features;
- (e) whether the customer requires any additional expenses, such as premiums for insurance related to the Credit Contract, to be included in the amount financed, and whether the customer is aware of the additional costs of these expenses being financed; and
- (f) any other matters that Customised Car Finance considers to be relevant in assessing the customer's purpose for which the Credit Contract is sought and whether the proposed Credit Contract meets that purpose.

8. PROCESSES TO ENSURE THAT REASONABLE ENQUIRIES ARE MADE

8.1 Customised Car Finance will have the following processes in place to ensure that it can satisfy sections 6 and 7 above:

- (a) Customised Car Finance, after receiving an enquiry about a product it offers, will make an appointment for a face to face meeting with a prospective customer;
- (b) at the face to face meeting, Customised Car Finance will collect from the prospective client all the information relevant to making the assessment as noted in sections 6 and 7 above;

- (c) Customised Car Finance will record and/or store the information received from the prospective customer in accordance with its account opening procedures; and
- 8.2 Customised Car Finance will ensure that there are adequate systems and enough staff in place for these requirements to be met.
- 8.3 Where Customised Car Finance uses a credit application and behavioural scoring systems to decide whether the contract is not unsuitable for the customer, Customised Car Finance will ensure the relevant legislative requirements for Responsible Lending are met.

9. FACTORS RELEVANT TO THE SCALABILITY OF THE REASONABLE ENQUIRIES

- 9.1 Customised Car Finance will partake in further extensive customer enquiries where the potential negative impact on the customer is likely to be relatively serious if the Credit Contract is unsuitable.
- 9.2 Less extensive inquiries will be undertaken by Customised Car Finance where the Credit Contract has relatively simple terms that most customers can understand.
- 9.3 More extensive enquiries will be undertaken where the Credit Contract has complex terms.
- 9.4 More enquiries about the customer's requirements and objectives will be undertaken when it becomes evident to Customised Car Finance that:
 - (a) the customer has limited capacity to understand the Credit Contract and the payment obligations under the contract;
 - (b) the customer has conflicting objectives;
 - (c) the customer is confused about their objectives or has difficulty articulating them; and
 - (d) there is an apparent mismatch between the customer's objectives and the product being considered by the customer.
- 9.5 If the customer is an existing customer of Customised Car Finance and Customised Car Finance already has information on file about the customer, less extensive enquiries about the customer and less extensive verification procedures can be performed.

SECTION D – PROCEDURES FOR VERIFICATION

10. VERIFICATION OF INFORMATION PROVIDED BY A CONSUMER

- 10.1 To verify the information collected from the customer, Customised Car Finance will collect the following:
 - (a) Proof of Income:
 - (i) recent payroll receipts/payslips and confirmation of employment with the customer's employer;

- (ii) recent business bank account statements, recent income tax returns, a statement from the person's accountant setting out details of the customer's financial position, Business Activity Statements or financial statements for self-employed customers;
 - (b) Credit Report including information/reports from other credit providers (if available);
 - (c) Bank Account or Credit Card Records held by the credit provider (e.g. expenses can be verified by examining account statements over a period of time);
 - (d) Statements of Expenses e.g. lease agreements to determine rent payable, mortgage statements etc; and
 - (e) any other information held about an existing customer.
- 10.2 Customised Car Finance will collect any further information it deems necessary to verify the information given by the prospective client, particularly if there are inconsistencies.

11. INFORMATION OBTAINED FROM THIRD PARTIES

- 11.1 Where Customised Car Finance relies on information provided from credit assistance providers or third-party sources, Customised Car Finance will conduct the following procedures to ensure the reliability of information collected:
- (a) 'spot checks' on some of the information to re-verify it;
 - (b) checks to ensure that the information in preliminary assessments only comes from intermediaries that have robust compliance arrangements; and
 - (c) compliance procedures to actively discourage inappropriate practices (e.g. ensuring that any incentives offered to intermediaries encourage, rather than discourage, appropriate information collection practices).
- 11.2 Should Customised Car Finance have any reason to doubt the reliability of the information it will not rely on the information provided.

12. 'SUBSTANTIAL HARDSHIP' PRESUMPTIONS

- 12.1 Due to the presumption of hardship contained in the National Credit Act, Customised Car Finance will not enter into or offer to enter into a small amount Credit Contract with the customer if:
- (a) upon making the enquiries and verifications for section **Error! Reference source not found.** above, Customised Car Finance discovers that the customer:
 - (i) is currently in default under an existing small amount Credit Contract; or
 - (ii) has been a debtor under two or more small amount Credit Contracts in the ninety (90) day period before the assessment; or
 - (b) upon making the enquiries and verifications for sections 5 to **Error! Reference source not found.**, Customised Car Finance discovers that the customer will only be able to comply with their financial obligations under the small amount Credit Contract by selling their principal place of residence;

- 12.2 However, if Customised Car Finance establishes that a customer could comply with their financial obligations under the contract without substantial hardship in spite of the circumstances described in 12.1 above, Customised Car Finance will not be prohibited from entering into a small amount Credit Contract with the customer.

13. SOURCE OF INCOME

- 13.1 Customised Car Finance must not enter into, or offer to enter into, a small amount Credit Contract with a customer who will be the debtor under the contract if:

- (a) upon making the enquiries and verifications for subsection **Error! Reference source not found.** Customised Car Finance discovers that the customer:
 - (i) receives at least 50% of their gross income as payments from Centrelink payments or similar; and
 - (ii) the repayments in a payment cycle would exceed 20% of the customer's gross income.

SECTION E – MAKING A FINAL ASSESSMENT THAT A CREDIT CONTRACT IS ‘NOT UNSUITABLE’

14. FINAL ASSESSMENT

- 14.1 Customised Car Finance is required to make a final assessment that a Credit Contract is ‘not unsuitable’ for the customer prior to:

- (a) entering into a Credit Contract with a customer; or
- (b) making unconditional representations to a customer about their eligibility to enter into a Credit Contract with Customised Car Finance; or
- (c) increasing the credit limit on an existing Credit Contract with Customised Car Finance.

15. THE ‘NOT UNSUITABLE’ REQUIREMENT

- 15.1 A Credit Contract is unsuitable if, at the time of the assessment, it is likely that the customer:

- (a) will be unable to comply with their financial obligations under the Credit Contract (e.g. to make repayments); or
- (b) will only be able to comply with their financial obligations with substantial hardship; or
- (c) the Credit Contract will not meet the customer's requirements and objectives.

- 15.2 In assessing whether a Credit Contract is “not unsuitable”, Customised Car Finance will:

- (a) make reasonable enquiries and verifications as per sections 5 to 12 of this Policy;
- (b) make an assessment that the customer is able to comply with their financial obligations without substantial hardship; and

- (c) ensure that the Credit Contract meets the customer's requirements or objectives.

15.3 The assessment of the customer's capacity to meet their payment obligations will be based on the enquiries set out in section 6 and 11. Customised Car Finance will also consider the likely maximum amount to be payable under the Credit Contract (including fees) when determining whether the customer has the capacity to meet the payment obligations.

16. DETERMINING WHETHER A CREDIT WILL MEET A CONSUMER'S REQUIREMENTS AND OBJECTIVES

16.1 In determining whether a Credit Contract meets a customer's requirements and objectives Customised Car Finance will have regard to the following factors:

- (a) the nature of the Credit Contract requested by the customer, and the customer's stated objectives in obtaining the Credit Contract;
- (b) if the customer has more than one requirement or objective, the relative importance of each to the customer (e.g. whether the cost of the Credit Contract or flexibility to make later changes is more important to the customer);
- (c) if the credit is to purchase a specific item, the term of the credit relative to the likely useful life of the asset;
- (d) the interest rate, fees and charges applying to the Credit Contract;
- (e) the customer's understanding of the proposed Credit Contract;
- (f) the complexity of the Credit Contract, and whether a more basic product could meet the customer's needs;
- (g) if other expenses, such as premiums for insurance relating to the Credit Contract, are to be financed, whether the customer is aware of this and accepts the additional costs of these expenses being financed;
- (h) whether the customer will need to finance a large final payment under the Credit Contract;
- (i) in relation to switching, the extent to which switching to the new Credit Contract will benefit the customer; and
- (j) any other factors Customised Car Finance considers relevant.

17. ASSESSING SUBSTANTIAL HARDSHIP

17.1 In determining whether a Credit Contract will likely cause hardship to the customer, Customised Car Finance will have regard to the following factors:

- (a) how much of a surplus there is between the money the customer is likely to have remaining after their ongoing expenses have been deducted from their after-tax income and the proposed additional repayments;
- (b) the source of income (including whether all or part of the customer's income is sourced from Centrelink payments or similar);

- (c) how consistent and reliable the customer's income is (and the size of the payment obligations relative to their income level);
 - (d) whether the customer's expenses are likely to be significantly higher than average (e.g. because they live in a remote area);
 - (e) the customer's other debt repayment obligations and similar commitments (e.g. child support);
 - (f) whether the customer is likely to have to sell their assets (e.g. car) to meet their payment obligations; and
 - (g) whether the customer is able to meet their payment obligations under a Credit Contract from income, rather than an equity asset.
- 17.2 Additionally Customised Car Finance has developed appropriate systems to respond to hardship requests from customers. Please refer to Customised Car Finance's Hardship Policy.
- 17.3 The National Credit Act outlines two circumstances where it is presumed that a customer would only be able to comply with the financial obligations with substantial hardship, unless the contrary can be proved by the customer:
- (a) the customer can only comply with their financial obligations by selling their principal place of residence; and

18. SWITCHING AND REFINANCING

- 18.1 Where Customised Car Finance is engaging in switching or refinancing activities, Customised Car Finance will consider the following additional factors:
- (a) whether entering the new Credit Contract would result in overall cost savings to the customer that are likely to override any loss of benefits; or
 - (b) whether entering the new Credit Contract may result in minimal cost savings, but the new Credit Contract better meets the customer's requirements and objectives; and
 - (c) whether the customer is currently having difficulties meeting the repayments or is in arrears; and
 - (d) the costs of the switch or refinancing and all associated fees and other charges.

19. KEEPING RECORDS

- 19.1 Customised Car Finance will keep a record of materials that it gathers and are used in making a final assessment as to whether the Credit Contract is 'not unsuitable'.
- 19.2 The record must be kept in a form that will enable Customised Car Finance to give the customer a written copy of the assessment if a request is made.
- 19.3 All records of these enquiries and verifications and any other records in relation to this Policy must be kept for seven (7) years, or as otherwise stipulated in the Customised Car Finance Document Retention Policy.

20. PROVIDING A WRITTEN ASSESSMENT

- 20.1 Customised Car Finance will provide free of charge to the customer a copy of the written assessment that the Credit Contract is 'not unsuitable' for the customer when requested by the customer within:
- (a) seven (7) business days if requested within two (2) years of the start of the Credit Contract; or
 - (b) twenty-one (21) business days if requested after two (2) years.
- 20.2 Customised Car Finance is not required to provide a copy of the written assessment if the Credit Contract is not entered into.
- 20.3 Customised Car Finance will ensure that the written assessment:
- (a) is concise and easy for the customer to understand, and includes reference to the relevant factual information provided by the customer that Customised Car Finance used to assess the Credit Contract as 'not unsuitable';
 - (b) includes a record of the financial information obtained and the requirements and objectives communicated by the customer so that the customer has the opportunity to check the factual basis on which Customised Car Finance made the assessment;
 - (c) reflects the situation in which the borrower's capacity to make payments depends on the availability of income provided by another person.;
 - (d) assists the customer in understanding that the Credit Contract has been assessed as 'not unsuitable' for them; and
 - (e) assists Customised Car Finance in demonstrating compliance with the responsible lending obligations.
- 20.4 The written assessment provided by Customised Car Finance to the customer should include a record of the financial information obtained about the customer, and the requirements and objectives communicated to Customised Car Finance by the customer.
- 20.5 If Customised Car Finance is an assignee, Customised Car Finance will have in place arrangements with the credit provider/lessor who assigned their rights to Customised Car Finance that will ensure Customised Car Finance can access or prepare a written copy of the assessment, and give it to the consumer if a request is made.
- 20.6 The customer will be given the opportunity by Customised Car Finance to check the factual basis on which Customised Car Finance made the assessment which Customised Car Finance has provided to the customer.

SECTION F – CONCLUSION

21. TRAINING

- 21.1 Employees of Customised Car Finance who deal with clients need to have an understanding of the Responsible Lending Policy and procedures. Consequently, all employees of will receive

regular training and information about Customised Car Finance's Responsible Lending procedures and obligations. This training will be scheduled and conducted at the discretion of the Compliance Officer.

22. ENFORCEMENT AND REVIEW

- 22.1 Non-compliance with this Policy may result in disciplinary action being taken against the Representative involved and may also result in prosecution under the law where that act is illegal. This may include re-assessment of bonus qualification, termination of employment and/or fines and imprisonment (in cases that contravene for instance the National Credit Act).
- 22.2 Customised Car Finance's Directors in consultation with an external compliance consultant, is responsible for monitoring the implementation and ongoing compliance with this Policy. Refer to the Breaches and Incidents Policy for further information.

23. AUDITS AND RECORDS

- 23.1 The policies and procedures outlined in this document must be audited as part of any Customised Car Finance's compliance audit.
- 23.2 All records of these audits and any other records in relation to this Policy must be kept for seven (7) years, or as otherwise stipulated in the Customised Car Finance's Document Retention Policy.

24. POLICY REVIEW

- 24.1 This Responsible Lending Policy will be reviewed on at least an annual basis by the Directors having regard to the changing circumstances of Customised Car Finance. The Directors will then report to the Shareholders on compliance with this Policy.

Issued by Courtesy Investments Pty Ltd

7th November 2025