

SURE CASH FINANCE

Shimtec Pty Ltd ABN 35 001 928 516 | t/as Sure Cash Finance
PO Box 310, Tweed Heads NSW 2485 | Phone: 1300 787 322 | ACL 390591

HARDSHIP POLICY

Version 2 | May 2026

Version	Date	Reviewed By	Summary of Changes
Version 1	July 2021	Compliance Manager	Initial version
Version 2	May 2026	Compliance Manager	Updated RG references, added IDR, vulnerable customer, hardship register, proactive identification, credit reporting and staff training sections. Template letters updated.

1. Purpose of Policy

- 1.1** This document sets out the policies which will apply where a debtor makes an application to Shimtec Pty Ltd ACN 001 928 516 trading as Sure Cash Finance ("Sure Cash") pursuant to section 72 of the National Credit Code ("NCC"), and the processes which will be undertaken by us to avoid the necessity of debtors having to make an application in the first place.
- 1.2** Section 72 refers to credit contracts. References to section 177B (leases) are incorporated by this policy where applicable — the provisions are for all intents and purposes identical.
- 1.3** This policy will be made available to every employee and will apply to every employee. Its operation will be monitored by the Compliance Manager who will report to the Board no less frequently than annually, making recommendations as to how this policy should, if necessary, be amended to address changes in the law or Sure Cash's practices.
- 1.4** In this policy, "debtor" shall include "lessee", "credit provider" shall include "lessor" and "credit contract" shall include "consumer lease" and other forms of loan contract.

2. National Credit Code

- 2.1** Section 72 of the NCC (contained in Schedule 1 to the National Consumer Credit Protection Act 2009) provides the following:
 - 2.1.1** If a debtor considers that he or she is or will be unable to meet their obligations under a credit contract, the debtor may give the credit provider notice (a "hardship notice") orally or in writing of that inability.
 - 2.1.2** The credit provider has the ability within 21 days to seek further information from the debtor in relation to: (a) whether the debtor is or will be unable to meet their obligations; or (b) how to change the contract if the debtor is or will be unable to meet those obligations.
 - 2.1.3** The debtor must comply with the requirement to provide further information.
 - 2.1.4** The credit provider must make a decision on the hardship notice and give notice of that decision to the debtor within the following time periods:
 - 2.1.4.1** If the credit provider does not require further information — within 21 days from the date of receipt of the hardship notice.

- 2.1.4.2** If the credit provider requires further information but the debtor does not provide it — within 28 days of the date of the further information request.
- 2.1.4.3** If the credit provider requires further information and the debtor provides it — within 21 days of receipt of that information.
- 2.2** These changes are referred to as "changes on the grounds of hardship".

3. Steps to be Undertaken

- 3.1** The following steps are to be undertaken in every case where an application under section 72 is made:
- 3.1.1** Receive the application and determine whether it contains sufficient information to enable a decision to be made.
- 3.1.2** If sufficient information is provided, make a decision within 21 days of receipt:
- 3.1.2.1** If the decision is to agree to change the contract, forward written notice of the change to the applicant within 21 days of receipt of the hardship notice.
- 3.1.2.2** If the decision is not to change the contract, forward to the applicant within 21 days a notice stating: (a) that Sure Cash and the debtor have not agreed to change the contract; (b) the reasons why; (c) the name and contact details of the Australian Financial Complaints Authority (AFCA); and (d) the debtor's rights under the AFCA scheme.
- 3.1.3** If the application does not contain sufficient information, deliver to the applicant within 21 days a notice requiring further information within 21 days of the date of the notice.
- 3.1.3.1** If the applicant provides the information, a decision and notice of determination must be sent within 21 days of receipt of that information.
- 3.1.3.2** If the applicant fails to provide the information, a decision and notice must be sent within 28 days of making the request.
- 3.2** Template letters required to be sent under the NCC and this Policy are contained in the Schedule to this Policy.
- 3.3** A flowchart showing the steps which must be taken is set out in the Schedule to this Policy.

4. What Is Hardship?

- 4.1** Hardship occurs when a debtor cannot meet their payment obligations under a credit contract. Reasons may include but are not limited to:
- 4.1.1** Illness or unemployment.
- 4.1.2** A significant change in the debtor's personal circumstances (e.g. divorce, death of a partner or dependent).
- 4.1.3** Urgent unforeseeable expenditure (e.g. urgent medical treatment, family emergency, funeral costs).
- 4.1.4** A change in income such as a reduction from permanent to part-time employment, being stood down, or reduced hours.
- 4.1.5** Natural disaster, pandemic declaration, or other state of emergency affecting the debtor's capacity to earn income.

This list is not exhaustive. Every application must be considered on its individual merits.

5. Proactive Identification and Avoiding Formal Applications

- 5.1** Sure Cash recognises that customers may experience financial difficulty without making a formal hardship application. Staff must be alert to early warning signs including:
- Missed or late payments.
 - Repeated requests for payment deferrals.
 - Customer contact expressing concern about meeting obligations.
 - Significant changes in account behaviour compared to previous patterns.

- Customer disclosing a significant life event such as job loss, illness, or relationship breakdown.
- 5.2** Where any of these indicators are present, staff must proactively raise the availability of hardship assistance with the customer — they should not wait for the customer to ask.
- 5.3** All employees should at all times have regard to the need to ensure that proper arrangements are made with debtors for their personal circumstances to be taken into account. If a debtor indicates they may have future difficulty meeting obligations, the debtor should be advised to take action as soon as possible. Sources of advice should be provided including referral to a financial counsellor, the National Debt Helpline (1800 007 007), a legal adviser, or ASIC's MoneySmart service (www.moneysmart.gov.au).
- 5.4** If a staff member can see that a debtor would be entitled to make a section 72 application but appears unaware of that right, the staff member must bring it to the debtor's attention and, if necessary, assist the debtor in making such an application.
- 5.5** All proactive outreach to customers in potential hardship must be recorded on the customer's file including the date of contact, the nature of the concern identified, and the customer's response.

6. Vulnerable Customers

- 6.1** Sure Cash recognises that some customers may face additional barriers to accessing hardship assistance due to personal vulnerability. This policy applies additional care to customers who may be experiencing:
- Domestic and family violence.
 - Mental health difficulties.
 - Elder financial abuse.
 - Cognitive impairment or disability.
 - Literacy or language barriers.
 - Grief or bereavement.
- 6.2** Staff must treat all customers with sensitivity and must not require a vulnerable customer to justify or repeatedly explain their circumstances where doing so may cause distress.
- 6.3** Where domestic or family violence is disclosed or suspected, staff must:
- Not contact the customer through channels that may be monitored by a third party without explicit permission.
 - Offer flexible communication options.
 - Expedite the hardship assessment process wherever possible.
 - Provide the customer with details of 1800RESPECT (1800 737 732).
- 6.4** A vulnerable customer may nominate an authorised third party (such as a financial counsellor, legal aid representative, or support worker) to act on their behalf in relation to a hardship application. Sure Cash will accept and act on instructions from such a representative once appropriate authority has been confirmed.
- 6.5** Staff must not make assumptions about a customer's capacity based on age, disability, or cultural background. Where a language barrier exists, Sure Cash will make reasonable efforts to communicate in a manner the customer can understand, including the use of interpreter services where appropriate.
- 6.6** Relevant referral services include:

National Debt Helpline	1800 007 007 www.ndh.org.au
1800RESPECT	1800 737 732 www.1800respect.org.au
MoneySmart	www.moneysmart.gov.au
Legal Aid	Contact relevant state Legal Aid commission

7. How is an Application to be Made?

- 7.1** A hardship application can be made orally or in writing. Sure Cash will accept applications made by:
- Email or other electronic means (including through a website).
 - In person.
 - By phone.
 - By letter or facsimile.
- 7.2** Staff will regard any conversation or correspondence where a debtor expresses concern about their ability to meet obligations, or seeks the delay or suspension of payments, as a hardship application.
- 7.3** An application cannot be considered by Sure Cash unless sufficient information is provided. Sure Cash will usually require the following before making a determination:
- The debtor's name and account number or sufficient information to identify the credit contract.
 - The circumstances which have changed since the contract was entered into (which may require third-party proof such as a medical certificate, letter from employer, payslip, or bank statement).
 - What changes the debtor proposes to the credit contract.
 - The debtor's current financial circumstances (by way of bank statement, payslip, Centrelink statement, or similar).
 - How the debtor will be in a better position if the change is made.
- 7.4** Where it appears from the information provided that the request being made will not achieve the aim of section 72, the debtor will not be asked to provide further information.
- 7.5** Once an application has been made, it will be delegated to an officer whose duty it is to deal with hardship applications.

8. Processing the Application

- 8.1** Once all relevant information has been received, the assigned officer will deal with the application, having regard to the following:
- 8.1.1** The reason for the application. Applications arising from unusual and unexpected circumstances are more likely to be approved than those arising from regular and expected events.
- 8.1.2** Historical data concerning the loan. If the debtor is regularly in arrears, short-term relief may not be appropriate.
- 8.1.3** Outcome. Consideration must be given to whether granting relief will result in the debtor being in a position to eventually discharge their obligations. If the relief is simply delaying the inevitable, it is unlikely to be granted.
- 8.2** Sure Cash's policy is that it would not normally agree to a hardship application where:
- 8.2.1** There has been no change in circumstances since the contract was entered into and the application arises simply because the debtor's attitude to their obligations has changed.
- 8.2.2** The information provided does not show that the debtor is suffering hardship.
- 8.2.3** Even if the application were agreed to, the debtor's circumstances would not be alleviated and they would still not be able to meet repayments.
- 8.2.4** If the requested changes were made, the debtor would not be able to discharge their obligations under the amended agreement.
- 8.3** In determining what concessions should be made, the officer should have primary regard to the outcome requested by the debtor. Common variations include:
- 8.3.1** Extending the period of the loan by reducing the payments due.

- 8.3.2** Postponing during a specified period the dates on which payments are due.
- 8.3.3** Both reducing and postponing payments for a period of time.
- 8.4** In addition, consideration should also be given to: referral to debt counsellors; the possibility of consolidating debt; and (subject to law) providing a loan on restructured terms. In exceptional circumstances the following variations may also be considered:
- Reducing the interest rate (if any) for a specified period.
 - Reversing, waiving, or reducing default fees or enforcement costs.
 - Extended periods of reduced or no payments.
 - Capitalising all or a portion of the arrears.
 - Allowing the debtor time to refinance elsewhere or sell an asset to consolidate their financial position.
- 8.5** It is the aim of Sure Cash to deal with hardship applications quickly. Once all information has been obtained, a decision is expected to be made within no more than 3 business days.
- 8.6** In all cases regard will be had to the position taken by AFCA (www.afca.org.au) and guidance provided by ASIC, including ASIC Regulatory Guide 271 — Internal Dispute Resolution (RG 271).

9. The Decision

- 9.1** Once the decision has been made, the debtor must be notified in writing as soon as possible and no later than the applicable timeframe set out in section 3 of this Policy.
- 9.2** If Sure Cash does not agree to the application, the written notice must include: (a) the reasons for the decision; (b) the name and contact details of AFCA; and (c) the debtor's rights under the AFCA scheme.

AFCA Contact Details:

Australian Financial Complaints Authority (AFCA) GPO Box 3, Melbourne VIC 3001 Phone: 1800 931 678 Website: www.afca.org.au AFCA provides a free and independent dispute resolution service.

- 9.3** If Sure Cash agrees to the application, the written notice must confirm the particulars of the variation to the agreement, including the effect on the total amount payable and the revised term of the loan.
- 9.4** Where a verbal agreement is reached by telephone, written confirmation must be sent to the debtor within 1 business day of the verbal agreement. The written confirmation must state that it confirms the agreement reached verbally and that no signature is required from the debtor.
- 9.5** Pursuant to the applicable legislative instrument relating to simple arrangements, where the change agreed upon is a "simple arrangement" (an agreement that defers or reduces the obligation on a debtor for a period of no more than 90 days), there is no requirement to forward a formal notice of the decision. Refer to current ASIC guidance to confirm the applicable instrument.
- 9.6** Template letters required under this Policy are contained in the Schedule.

10. Internal Dispute Resolution (IDR)

- 10.1** Sure Cash maintains an Internal Dispute Resolution process in accordance with ASIC Regulatory Guide 271. Where a customer is dissatisfied with a hardship decision, that dissatisfaction constitutes a complaint and must be handled in accordance with this section.
- 10.2** Upon receipt of a complaint regarding a hardship decision, Sure Cash must:
- 10.2.1** Acknowledge the complaint within 24 hours (or 1 business day) of receipt.
- 10.2.2** Investigate the complaint thoroughly and impartially.
- 10.2.3** Provide a written IDR response to the customer within 30 calendar days of receiving the complaint.

10.3 The IDR response letter must include:

- The outcome of the complaint and the reasons for the decision.
- If the complaint is not resolved in the customer's favour — the name and contact details of AFCA and advice that the customer may escalate to AFCA if they remain dissatisfied.
- The timeframe within which the customer may escalate to AFCA (generally 2 years from the date of the IDR response).

10.4 All complaints and their outcomes must be recorded in Sure Cash's complaints register and reported to the Compliance Manager monthly.

10.5 Sure Cash is required to report IDR data to ASIC in accordance with ASIC's IDR reporting requirements. The Compliance Manager is responsible for ensuring this reporting is completed within the required timeframes.

11. Hardship Register and Record Keeping

11.1 Sure Cash must maintain a Hardship Register recording all hardship applications received. At a minimum, the register must record:

Date Received	The date the hardship application was received.
Customer Name	Full name and account/loan number.
Application Method	How the application was received (phone, email, letter etc).
Further Info Requested	Whether further information was requested and the date of request.
Further Info Received	Whether further information was received and the date of receipt.
Decision	Approved / Declined / Simple Arrangement.
Date of Decision	The date the decision was made.
Date Notice Sent	The date the written notice or confirmation was sent to the debtor.
Variation Details	Summary of the agreed variation (if approved).
Outcome / Notes	Any relevant notes including referral to AFCA or IDR complaint lodged.

11.2 All hardship application records, correspondence, and supporting documentation must be retained for a minimum of 7 years in accordance with the National Consumer Credit Protection Act 2009 and the Privacy Act 1988 (Cth).

11.3 The Hardship Register must be reviewed by the Compliance Manager monthly and reported to the Board annually.

12. Credit Reporting

12.1 During the process of dealing with a hardship application, Sure Cash will not list a default with any credit reporting body (CRB) in relation to the subject loan.

12.2 Where a default listing already exists on a debtor's credit file at the time a hardship application is received, Sure Cash will review whether that listing should be suppressed or noted as subject to a hardship arrangement, in accordance with the Privacy (Credit Reporting) Code.

12.3 Where a hardship arrangement is approved, Sure Cash will consider its obligations under the Privacy (Credit Reporting) Code regarding the notation of hardship arrangements on a debtor's credit file.

12.4 After a hardship application has been determined and any hardship arrangement has concluded, no default listing shall take place until all requirements of the Privacy Act 1988 (Cth) and the Privacy (Credit Reporting) Code have been complied with, including:

- Providing the required pre-listing notice to the debtor.

- Allowing the required response period.
- Ensuring the default amount meets the threshold for listing.

12.5 The Compliance Manager is responsible for ensuring credit reporting practices remain compliant with the Privacy (Credit Reporting) Code and any updates to that Code.

13. Staff Training and Accountability

13.1 All staff whose role involves customer contact or loan management must receive training on this Hardship Policy at the time of commencement and at least annually thereafter.

13.2 Training must cover at a minimum:

- The legal framework under section 72 of the NCC.
- How to identify customers in financial difficulty, including proactive identification obligations.
- How to identify and appropriately assist vulnerable customers.
- The internal hardship application and decision process.
- Record keeping obligations.
- Referral services available to customers.
- IDR obligations and the AFCA escalation process.

13.3 All training must be documented including the date, content, and staff member who completed it. Training records must be retained for a minimum of 7 years.

13.4 The Compliance Manager is responsible for ensuring all staff training is completed, recorded, and reported to the Board annually.

13.5 Any staff member who fails to comply with this policy may be subject to disciplinary action. The Compliance Manager must report any known or suspected policy breaches to the Board promptly.

14. Policy Review

14.1 This policy will be reviewed at least once every 12 months by the Compliance Manager who will report to the Board as to any recommended changes arising from:

- Changes to relevant legislation or ASIC regulatory guidance.
- Findings from AFCA determinations relevant to hardship.
- Internal compliance monitoring or audit findings.
- Changes to Sure Cash's business model or product offering.

14.2 Any material amendments to this policy must be approved by the Board and communicated to all relevant staff within 5 business days of approval.

SCHEDULE — TEMPLATE LETTERS

Letter 1 — Hardship Application Approved (Verbal Confirmation)

Usage note:

Use this template where the hardship application was approved verbally by telephone. The letter confirms the verbal agreement — no customer signature is required.

SURE CASH FINANCE

[Date]

[Debtor Full Name]

[Debtor Address Line 1]

[Debtor Address Line 2]

Dear [Debtor First Name],

RE: Hardship Application Approved — Loan Account Number: [Loan Number]

As discussed and agreed during our telephone conversation today, we have approved your hardship application and varied your loan contract on the terms set out below. This letter serves as written confirmation of that agreement. You are not required to sign and return this letter — your verbal agreement has been recorded and this letter is for your records only.

We received your hardship application on **[date received]** and have considered it within the required period under Section 72 of the National Credit Code.

Your varied loan terms are as follows:

- Your payments will be reduced from \$[original amount] to \$[reduced amount] for [X] payments commencing [start date].
- Thereafter, payments will be \$[revised ongoing amount] until the loan is repaid.
- This hardship arrangement is in effect from [start date] to [end date].
- As a result of this variation, the total term of your loan will be extended by approximately [X weeks/months].
- The revised total amount payable under your loan will be approximately \$[total amount]. This may vary slightly depending on the timing of your payments.

Conditions during the hardship period:

- No further penalty fees will be charged to your account.
- We will not pursue any enforcement action against you.
- You are required to make payments in accordance with the varied schedule above.

Important:

Should you fail to meet the terms of this hardship arrangement, this arrangement will be immediately cancelled and the original contract terms — including all fees and enforcement rights — will be reinstated without further notice.

If you have any questions or your circumstances change, please contact us as soon as possible on **1300 787 322** or email [insert email]. The sooner you contact us, the more options we have available to assist you.

If you are dissatisfied with any aspect of this arrangement, please contact us directly. Our internal complaints process is available on request.

Yours faithfully,

Authorised Representative — Sure Cash Finance

Name & Title:

Date:

This letter is issued pursuant to Section 72 of the National Credit Code (Schedule 1, National Consumer Credit Protection Act 2009). Shimtec Pty Ltd t/as Sure Cash Finance | ACL 390591 | Please retain this letter for your records.

Letter 2 — Further Information Required

Usage note:

Use this template where the hardship application has been received but does not contain sufficient information to make a decision.

SURE CASH FINANCE

Shimtec Pty Ltd t/as Sure Cash Finance | PO Box 310, Tweed Heads NSW 2485
Phone: 1300 787 322 | Email: [insert email] | ACL 390591

[Date]

[Debtor Full Name]

[Debtor Address Line 1]

[Debtor Address Line 2]

Dear [Debtor First Name],

RE: Hardship Application — Further Information Required — Loan Account Number: [Loan Number]

We acknowledge receipt of your hardship application on **[date received]** pursuant to Section 72 of the National Credit Code, in which you sought to vary the terms of your credit contract on the basis that you are unable to meet your obligations without hardship.

Unfortunately, we were unable to make a decision on your application because we require some additional information. The National Credit Code permits us to request this information from you, and requires you to comply with this request.

Please provide the following information within 21 days of the date of this letter:

- [Set out the specific information required, for example: a copy of your most recent bank statement or payslip showing your current income.]
- [Any other required information.]

Please be aware that if you do not provide this information within 21 days, we are required to make a decision on your application without it, which may result in your application being declined.

Please contact us on **1300 787 322** or email [insert email] if you have any questions or need assistance providing this information.

Yours faithfully,

Authorised Representative — Sure Cash Finance

Name & Title:

Date:

Letter 3 — Hardship Application Declined

Usage note:

Use this template where the hardship application has been considered and declined. AFCA details must be included in this letter — this is a legislative requirement.

SURE CASH FINANCE

Shimtec Pty Ltd t/as Sure Cash Finance | PO Box 310, Tweed Heads NSW 2485
Phone: 1300 787 322 | Email: [insert email] | ACL 390591

[Date]

[Debtor Full Name]

[Debtor Address Line 1]

[Debtor Address Line 2]

Dear [Debtor First Name],

RE: Hardship Application Declined — Loan Account Number: [Loan Number]

We acknowledge receipt of your hardship application pursuant to Section 72 of the National Credit Code, in which you sought to vary the terms of your credit contract on the basis that you are unable to meet your obligations without hardship.

We have carefully considered your application and the information you have provided. We have determined that we are unable to agree to a variation of your contract at this time.

We have made this determination for the following reasons:

- [Set out the specific reasons for the decline, for example: The information provided indicates your income is sufficient to maintain your current repayments. / The proposed variation would not result in you being able to repay the loan within a reasonable timeframe.]

If you wish to discuss this decision further, please contact us on 1300 787 322 or email [insert email].

Your right to external review:

If you are dissatisfied with this decision, you have the right to have it reviewed by the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent dispute resolution service.

AFCA Phone	1800 931 678
AFCA Website	www.afca.org.au
AFCA Address	GPO Box 3, Melbourne VIC 3001

We recommend you contact AFCA as soon as possible after receiving this notice.

Yours faithfully,

Authorised Representative — Sure Cash Finance

Name & Title:

Date:

Hardship Application Process Flowchart

HARDSHIP NOTICE RECEIVED

Does the application contain sufficient information?

YES — Sufficient Information

Make decision within 21 days of receipt.

- Approved: Send written confirmation within 21 days. (Where verbal agreement reached by phone, send written confirmation within 1 business day.)
- Declined: Send written notice within 21 days including reasons and AFCA details.

NO — Insufficient Information

Send further information request within 21 days.

- Debtor provides information: Make decision within 21 days of receipt of information.
- Debtor does not provide information: Make decision within 28 days of the information request.

IN ALL CASES:

- Record application in Hardship Register.
- Do not list any default with a credit reporting body during the hardship process.
- If debtor is dissatisfied with decision — handle as IDR complaint under section 10 of this Policy.
- If IDR complaint not resolved — refer debtor to AFCA: 1800 931 678 | www.afca.org.au

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