

Disbursement Loan

Disbursement Loan offered by
MAF Credit Pty Ltd Fund

Target Market Determination

Target Market summary

A Target Market Determination (TMD) is required under section 994B of the Corporations Act 2001 (Cth) (the Act). It sets out the target market for a product, triggers to review the TMD and certain other information. It forms part of the product issuer's design and distribution framework for the product.

This TMD is for a personal loan offered by MAF Credit Pty Ltd to individuals to fund the cost of disbursements needed to pursue their personal injury claim (Disbursement Loan).



Target Market Determination

Name of product	Disbursement Loan offered under brand names: Fair Go Funding Legal Disbursement Funding Australia and Claims Cost Funding
Issuer name	MAF Credit Pty Ltd (MAF Credit)
Issuer ACL	505163
Issuer ACN	623 716 503
TMD date	10 April 2024
TMD Version	4

Product description

Personal loan available to approved individuals (claimant or borrower) who are pursuing a “no-win no-fee” personal injury claim through an approved law firm for the sole purpose of funding the cost of disbursements associated with their claim(s).

Key product attributes

The purpose of the Disbursement Loan is to pay the claimant’s disbursements incurred in connection with pursuing their personal injury claim.

The loan is on a “don’t win don’t pay” basis, in that it is only repayable from compensation proceeds. If the claim is unsuccessful, or the compensation proceeds are insufficient to cover the outstanding loan balance (including accrued fees and interest), there is no-recourse to the borrower and they do not need to repay the outstanding balance from their own resources.

The loan limit is set by reference to the total disbursements expected to be incurred.

The maximum term is five years (unless extended by MAF Credit).

Interest and fees are added to the loan balance periodically. There is no requirement to make any repayments prior to receipt of the compensation proceeds. The outstanding loan balance including accrued fees and interest is repayable only upon receipt of compensation proceeds, as described above.

The Disbursement Loan provides the borrower with an alternative to paying for the cost of disbursements themselves (“self-funding”). It may be preferable not to

self-fund for a number of reasons, including where the claimant does not:

- have the financial resources to pay for the disbursements themselves, or if they do they have other preferred uses for them
- wish to bear the risk and impact of not recovering the cost of the disbursements if their claim is unsuccessful.
- wish to have the administrative effort of paying for the individual expenses.

Target Market of the Disbursement Loan

The Target Market is individuals (referred to as customers below) pursuing a personal injury claim through an approved law firm on a no-win no-fee basis, who cannot, or do not wish to, pay for the disbursements themselves.

The Disbursement Loan has been designed for individuals whose likely objectives, financial situation and needs (set out below) align with the Disbursement Loan including its key attributes.

Needs of the customer

The Disbursement Loan meets the needs of the customer, in that:

- It is on a “don’t-win don’t-pay” basis, so that the customer does not bear the risk of not recovering the cost of the disbursements if their claim is unsuccessful
- It relieves the customer from the administrative burden of paying individual disbursements
- It pays all types of disbursements necessary to pursue a PI claim
- Its credit limit is set at level sufficient to cover the expected total disbursements of each claim
- Its maximum loan term is well in excess of what is likely to be required to conclude a personal injury claim.

Objectives of the customer

The Disbursement Loan meets the objectives of the customer, in that:

- It allows the customer to pursue their personal injury claim without having to use their own financial resources to pay for their disbursements.
- the combination of interest and fees charged on the loan (being one of the lowest available on the market) does not thwart the Customer’s objective of receiving proper compensation by potentially deducting an outsized proportion from the gross compensation awarded.

Financial situation of the customer

By being on a “don’t win, don’t pay” basis, our loan is designed to have no adverse impact of a customer’s financial situation, regardless of the particular financial situation of each customer.

The customer may repay their loan at any time without penalty, including if their preference between choosing to self-fund or borrow changes.

The Disbursement Loan is suitable for customers of any age.

Distribution conditions/restrictions

MAF Credit has determined that the following distribution conditions and restrictions will make it likely that borrowers are within the target market for which the loan has been designed:

- The loan is only offered to individuals who have signed an agreement for the provision of legal services with an approved law firm to pursue a personal injury claim
- The loan’s promotional material has prominent disclosure that the claimant should consider the alternative choice of self-funding.
- Training materials for the Law Firms include the need to explain to the claimant that they have two options; loan or self-funding.
- The application process requires confirmation from the Law Firm it has explained to the customer the existence of the two options, and that the Claimant has chosen the loan.

Review and monitoring

MAF Credit reviews this TMD in accordance with the below:

Mandatory review periods	
Review period	Maximum period for review
Initial review	1 year and 3 months ¹
Periodic review	Every 1 year and 3 months

Review triggers

When any event or circumstance arises that suggests the TMD is no longer appropriate. This includes (but is not limited to):

- ASIC reportable significant dealing outside of TMD.
- Significant or unexpectedly high number of complaints (as defined in section 994A(1) of the Act) regarding product design, product availability or any distribution condition where the product issuer considers this reasonably suggests that this TMD is no longer appropriate.
- A material change to key product attributes, terms and/or conditions where the product issuer considers this reasonably suggests that this TMD is no longer appropriate.
- The use of Product Intervention Powers, regulator orders or directions in relation to the distribution of this product where the product issuer considers this reasonably suggests that this TMD is no longer appropriate.
- A significant breach event relating to the design or distribution of this product where the product issuer considers this would reasonably suggest that (i) this product is unsuitable for a particular cohort of customers and (ii) the TMD may no longer be appropriate.
- A significant change in the regulation of personal injury claims
- A material change in the circumstances of an approved law firm which is likely to impair either’s ability to act for persons pursuing personal injury claims.

¹ The review period allows for the collection of data after 1 year and 3 months, plus three months for the completion of the review.

Distributor information reporting requirements

MAF Credit will collect the following information from distributors in relation to this TMD:

Which distributors this requirement applies to	Reporting requirement	Reporting deadline
All distributors	To the extent a distributor is aware of dealings outside the target market, these should be reported to the issuer, including reason why acquisition is outside of target market, and whether acquisition occurred under personal advice.	Quarterly ²
All distributors	Any relevant feedback from customers (including performance of the product).	Quarterly ²
All distributors	Complaints (as defined in section 994A(1) of the Act) where the nature of the complaints relate to product design, product availability and distribution conditions. The distributor should provide all the content of the complaint, having regard to privacy.	All borrowers making a complaint, or disputing a transaction of balance, are referred onto MAF Credit's operations team.
All distributors	Significant dealing outside of target market under s994F(6) of the Act.	As soon as practicable but no later than 10 business days after distributor becomes aware of the significant dealing.

This TMD is not a summary of the features or terms of the product and is not intended to provide financial or professional advice. This TMD does not consider any person's individual objectives, financial situation or needs. Persons with a personal injury claim which they are pursuing through an approved law firm and are considering taking out a Disbursement Loan should consult the credit guide and all associated contractual information when making a decision about this product. MAF Credit reserves the right to amend or update this TMD at any time.

² Quarterly reporting is due 10 business days after the end of the March, June, September and December quarters.

