



**QuickDirect**  
ONLINE MORTGAGES



General Terms & Conditions

## Introduction

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These are the MMF General Terms and Conditions applying to loan agreements incorporating these Terms and Conditions. This document does not contain all the information required by law to be given to you. You must read this document together with your loan agreement.

The meaning of the words in italics are explained in Part N of these provisions.

## Part A - Interest

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### How we calculate interest

We calculate interest each day by applying the daily percentage rate to the *amount you owe us* at the end of that day. The daily percentage rate is equal to the interest rate applicable to your account(s) on that day divided by 365. The end of each day for calculating interest charges is 5.00pm Sydney time. If more than one interest rate applies to your account(s), we will apply the applicable daily percentage rate to the relevant portion of the *amount you owe us*.

We do not take into account the balance in your nil interest Visa account when calculating interest under this section.

### When interest is debited

Interest charges accrue daily. This means that we are entitled to the interest charges each day even if they have not been debited to your account. Interest charges are debited to your account on the last day of each month. When you pay out your account(s), interest charges for the final period will be debited on the day you pay out the account(s). We may also debit interest on any day when you split an account, close an account, make a permanent reduction of principal, or on any other date there is a change to the terms applicable to your account.

### Interest rates

- **Variable Interest Rate**

We may change any variable interest rate (including *line of credit* interest rates) at any time without your consent. We will tell you of a change in the variable interest rate on or before the day it takes effect by writing to you or publishing the new variable interest rate in a major city newspaper. The variable interest rate shown in your loan agreement is only a guide and may have changed by the date on which it starts applying to your loan. You can find out about current interest rates by asking the Manager.

- **Fixed Interest Rate**

Unless the financial table says otherwise, we will determine the interest rate that applies for the fixed interest period on or about the day on which that period starts.

When a fixed rate applies, even if interest rates fall, the interest rate applying to the account(s) will not change. When deciding to borrow on a fixed rate basis, you should rely on your own view as to future movement of interest rates.

At the end of the fixed interest period the interest rate applying to that account will automatically change to the standard variable interest rate unless we agree to a further fixed interest period or we agree to switch the account to another account type.

You cannot select a fixed interest period that extends beyond the term of the loan.

### How we calculate default interest

We will charge you the default rate of interest on any overdue amount for each day the overdue amount remains unpaid. We calculate the default interest each day by applying the default rate to the overdue amount and dividing it by 365.

### When we may charge default interest

If you do not pay an amount you are required to pay us under your loan agreement (called an “overdue amount”) we may charge you a higher rate of interest.

The higher rate of interest is called the default rate. The default rate is the interest rate applying to your account(s) at the relevant time plus a margin. The margin is set out in your loan agreement. If more than one interest rate applies to your account(s), then more than one default rate will apply to your account(s).

Default interest charges may be debited to your account at the same times as ordinary interest would be debited.

## Part B - Repayments

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### Variation in payments

The amount of each payment or repayment is set out in your loan agreement. The actual amount you must pay will change if the applicable interest rate changes. We will tell you by a written notice if your interest rate and the amount of your repayments changes. You can find out about your current interest rate and repayments by asking the Manager.

### Payments due on a non-business day

If any payment or repayment date is not a *business day*, the payment or repayment must be made on the following *business day*.

### Fortnightly/Monthly payments

With our consent you can make payments monthly or fortnightly. Fortnightly payments may not be available in respect of certain loan types.

### Payments

Payment must be made by direct debit or by such other method as we approve. You must sign the necessary direct debit form before the *settlement date*. While this loan continues you must maintain an account with direct debit authorisation to us.

Direct debits are not usually used for *line of credit* accounts, and you must arrange for all payments to be made by due date.

Payments may be made by:

- (a) direct crediting (for example, of all or part of your salary);
- (b) depositing money at a bank or financial institution approved by us; and
- (c) posting us a cheque made payable to you or cash or correctly endorsed to you.

You authorise us to debit any of your accounts with any money due to us by you at any time.

Except to the extent you have a right of set-off granted by law which cannot be excluded by agreement, you must pay the *amount you owe us* as and when it falls due in full without setting off any amounts you believe the Lender owes you and without counter claiming amounts from the Lender. Payments will be credited to you only when actually received by the Lender.

Please note that unless we inform you otherwise, you cannot make payments by depositing money at an ATM.

If the pre-encoded deposit slips are not used, there may be a delay in crediting your account, we may charge you an additional fee and we may be unable to process the deposit.

Payments cannot be made using a cheque issued under your loan agreement.

### Repayment at the end of your loan

You must pay us the *amount you owe us* on the date on which your loan ends. This is the date set out in your loan agreement, or such other date which we agree with you.

Ten business days before your loan ends or if you require the mortgaged property to be discharged or if we terminate the loan, you must immediately:

- return any unused cheques to us (if you have chosen the cheque facility);
- return your Visa card(s) to us, cut in half for your own protection (if you have the Visa card facility);
- tell us of any Visa card or cheque transactions completed by you within the previous 30 days; and
- pay us the *amount you owe us* on demand, including any transactions which have not yet been processed and any fees, charges, taxes or duties which are payable.

You cannot use the loan or cheque facility or Visa card facility after the date we cancel the loan. You must repay us any amounts that are debited to any of your accounts after the date we cancel your account.

If you do not return the card we will hold an amount equal to your nil interest Visa account limit for 10 days after the loan is cancelled. If the card is not used for any transactions during that time then we will refund an amount equal to your nil interest Visa account by cheque or to a bank account you nominate.

### Repaying your loan early and additional payments

You may repay the whole or any part of the *amount you owe us* at any time. There may be fees and charges payable. A postponed establishment fee may apply as set out in your loan agreement. If you have a fixed interest rate account at the time you repay, you may also have to pay break costs.

### Redraw facility (principal and interest and interest only loans only - for redraw under *line of credit* see Part D below)

If you have made extra payments that total \$2,000 or more, you may redraw all or any part of those extra payments provided:

- you are not in default of your obligations under your loan agreement;
- either:
  - you are making principal and interest payments on your account (ie repayments under your loan are not currently interest only); or
  - if repayments under your loan are currently interest only, you have made early or additional payments;
- the interest rate applying to your account(s) is a variable interest rate; and
- you redraw not less than \$2,000 at any one time or such other amount as we agree.

We may reduce the amount otherwise available to you to redraw by an amount approximately equal to the payments due for the next month.

You can redraw using *Telephone Banking* and/or *Internet Banking* (if these services have been made available to you by your Manager). We may accept any other method of authorising a redraw approved by us from time to time. The funds will be made available by direct credit to the bank account from which you make payments or to such other account or such other way as we agree. If you use *Telephone* and/or *Internet Banking*, funds may not be credited until 2 *business days* after your request.

We may suspend, reduce or cancel the redraw facility at any time. The redraw facility may not be available with certain loan types.

## Part C – Construction advances

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This part only applies to loans made to assist construction of building works.

### Construction advances

The loan amount will be advanced progressively as and when we see fit to assist in the construction of building works. We are under no obligation to make any progressive advances, and in particular can refuse to make any further advances if anything happens which in our opinion adversely affects the value of the mortgaged property or the works are not proceeding satisfactorily. If the insurer who has provided mortgage insurance in respect of this loan cancels, suspends, or limits that insurance, a default will have occurred, and we can demand repayment of the whole of the *amount you owe us*.

### Borrower's obligations in relation to construction

Before we advance any progress payment under this loan agreement, we may require you to give us the following.

- A copy of the fixed price (inclusive of GST) HIA approved building contract including all variations, between you and the builder in relation to construction, with a completion date of not more than 12 months from the *settlement date*.
- A copy of the plans and specifications approved by the relevant authority in relation to construction.
- Home owners warranty insurance (where applicable).
- The builders all risk policy.
- Identification survey report completed by a licensed land surveyor.
- Progress payment authority signed by you.

Without affecting any of your other obligations, you must also do the following.

- Prior to the final drawdown of the loan provide the Manager with a general insurance policy noting the Lender's interest as mortgagee. The policy must include cover for fire and damage, evidenced by a copy of the certificate of currency (a cover note is not acceptable).
- Promptly after completion of construction provide to the Manager a final certificate from the local council or other responsible authority confirming that building works have been completed in accordance with all relevant requirements.
- Ensure that the agreed drawdown schedule is observed and that there is always sufficient undrawn under this loan to complete construction.
- Promptly comply with any condition imposed by the Manager or the Lender in relation to any progressive draw or the works.
- Not vary or terminate the building contract without the prior written consent of the Manager.
- Complete construction within 12 months from the *settlement date* of this loan.

You are still liable under your loan agreement if we make any advances without requiring any of these things and despite anything in relation to the construction. We accept no responsibility for anything relating to the building works.

### **Part D – Amount you may borrow – *line of credit* Accounts only**

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This part only applies to the *line of credit* accounts.

Subject to any restrictions set out in these terms and conditions or in your loan agreement, you may borrow any amount up to your available funds limit. The minimum amount you may borrow at any one time is \$1. We may suspend or cancel your right to borrow further amounts at any time by notice to you, even if you are not in default.

We calculate your available funds limit on each day by taking your credit limit and deducting the following from it:

- the *amount you owe us*;
- any withdrawal amounts for which we have received instructions but which have not yet been processed (not including future periodical payments);
- the amount of any payments by cheque which have been credited to your account, but which have not cleared yet; and
- the amount of any other proposed payments on your Visa card which we have been told about, but which have not yet been debited to your account, eg. certain types of deposits for goods or services.

If you attempt to borrow more than your available funds limit, we may stop or prevent the payment including by:

- not processing a direct transfer from your account or nil interest Visa account;
- not authorising a transaction using your Visa card; or
- dishonouring a cheque (where you have chosen the cheque facility) drawn on your account.

You must make sure that the *amount you owe us* does not go over your *line of credit* limit. If it does go over the *line of credit* limit, you must repay the excess immediately. You must also ensure that you do not exceed either your account limit or your nil interest Visa account limit.

We may reduce the *line of credit* limit at any time, even if you are not in default. We do not have to review the loan before we reduce the *line of credit* limit. If we do so we will tell you in writing. We may reduce the credit limit applying to either your *line of credit* or your nil interest Visa account or both.

### **Part E – Ways in which you may borrow money *line of credit* Accounts only**

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This part only applies to *line of credit* accounts.

- Direct transfer. This is a direct transfer from your account to another account. This can be done three ways.
  - (a) For regular direct debits and one-off payments, you must give us in writing the account number and BSB number of the account to which the payment is to be made and the amount of the payment.
  - (b) You can request payments to a bank account by *Telephone Banking* or *Internet Banking*. Usually we will only pay to accounts you have nominated to us prior to requesting the payment, and usually you can nominate up to four accounts for this purpose. You must first give us the following in writing:

- your account number;
  - your nominated bank account number and BSB number; and
  - your chosen password, if applicable.
- (c) You can authorise someone else to debit your account, for example to pay for services such as health insurance premiums.
- You may not transfer money from your nil interest Visa account to your *line of credit* account or other accounts.
  - If you have chosen the cheque facility option and we have agreed to make that facility available to you, you can write a cheque against your account. Details of how your cheque facility operates are set out in Part F.
  - You can borrow money using your Visa card.
  - Any other method which we agree to make available to you.
  - We may refuse to make any transfers or payments at any time without needing to provide you with a reason for not making the transfer or payment.

### Stopping a direct payment

If you want to stop a direct transfer from your account you must tell us in writing at least 5 *business days* before the payment is due to be made. You must tell us the amount of the payment, who it is paid to and when it is due. If you have authorised someone else to debit your account or your nil interest Visa account, you must also tell the other party to stop debiting your account at least 5 *business days* before the payment is due to be made

## Part F – Cheque account – *line of credit* Products only

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### When the cheque facility is available to you

This part applies if we agree to make a cheque facility available to you. The cheque account facility will be provided by a bank or other cheque account provider nominated by us (the *cheque facility provider*). You must ensure that the *cheque facility provider* does not suffer any loss by making the cheque facility available to you, and any loss incurred can be recovered from you by us or by the *cheque facility provider*.

### Authorised signatories

You may specify authorised signatories to operate the cheque facility. Each borrower will be an authorised signatory. Any one borrower may operate the cheque facility. Each authorised signatory, by issuing cheques, will be bound by the terms and conditions applying to your loan agreement except that they are not liable to pay the *amount you owe us*. Cheques may be drawn on the account by each authorised signatory. However, all of the borrowers named in your loan agreement will be liable for amounts debited to the account by cheque.

You will be responsible for each authorised signatory's use of the cheque facility. In particular you will be liable to pay us any amounts paid by us to, or at the direction of, the authorised signatory. If the authorised signatory does not comply with your loan agreement, you will be in default. You consent to us giving to each authorised signatory information about your account.

You may cancel the authority of the authorised signatory by sending us a request in writing. You are liable for any cheque issued by the authorised signatory before their authority is cancelled.

### Completing cheques

You may only write cheques on the cheque books we give you. To complete a cheque you must write:

- the name of the person or company who the cheque is made out to;
- the amount (in words and numbers);
- the date on which the cheque is written; and
- the signature of an authorised signatory.

If the cheque is not completed correctly we may dishonour the cheque or we may still debit the cheque amount to your account.

Each borrower may sign cheques. Each borrower is liable for the amount of the cheque.

If you postdate a cheque, we may pay the cheque as soon as we receive it and need not wait until the date of the cheque.

### **Stopping a cheque**

You may cancel or stop payment on a cheque before we have cleared it (paid it to the person stated on the cheque) by notifying the Manager. To do so you must give us the following information:

- your loan account number;
- the cheque number;
- the cheque amount;
- who the cheque is payable to; and
- the reason for stopping the cheque.

We will not be responsible to you if any cheque you want to cancel or stop is paid even if you have directed that it be cancelled or stopped, and we may still debit your account.

### **Cheques not negotiable**

All of the cheques provided to you are crossed with the words "not negotiable" between the parallel lines. This means that the cheque cannot be cashed but must be paid through an account. This does not stop the person who you pay the cheque to endorsing it to another person. Endorsing means directing us to pay someone else. However the ultimate holder of the cheque who presents it for payment into their account, gets no better title to the money than the person who transferred (endorsed) it to them. The words "account payee only" on your cheque means that the cheque may only be paid into the account of the person you make the cheque in favour of. Deleting the words "or bearer" on your cheque will mean the cheque is payable to the named payee only.

### **Other general information regarding cheque books**

Cheques will normally take up to five business days to clear. You may ask for a cheque to be specially cleared upon paying a fee. If a cheque you draw is dishonoured, a fee may apply. A cheque may be paid even though it is dated after the date on which it is presented to us for payment and we may pay on a cheque even though it has become a "stale cheque" because it was dated a long time before it was presented for payment.

### **Lost or stolen cheque books**

You should look after your cheque book and keep it in a safe place. Do not leave signed blank cheques in your cheque book. You must tell the Manager immediately if:

- you lose your cheque book;
  - your cheque book is stolen; or
  - there is unauthorised use of your cheque book.
- We will not be responsible to you if any cheque is paid even if you have told us any of these things, and we may still debit your account.

### **Ending the cheque facility**

If you or we decide to end the cheque facility (which either of us can do at any time), we may dishonour any cheque that is presented later, unless you make other arrangements with us.

## **Part G – Switching**

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You may with our approval from time to time effect a switch under this loan agreement. The following are examples of switches.

- Convert from variable rate to fixed rate and vice-versa.
- Split the loan into one or more accounts.
- Consolidate one or more accounts.
- Convert from interest only to principal and interest repayments and vice-versa.

- Convert from one type of account to another type of account (for example, from a variable rate account to a *line of credit* account).

You may request a switch prior to the initial advance being made to you, in which case the switch takes effect from the *settlement date*. Where a new account is created, separate repayment dates and interest debit dates may apply to that new account. Further, interest may be debited to your account on the date that any account is repaid in full.

## Part H – Fees and charges

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### Government charges

You must pay us any government duties, taxes and other charges on receipts, debits or withdrawals that apply to your loan or which we are required to deduct from your loan account. This includes (but is not limited to):

- stamp duty (including credit business duty in Queensland);
- income tax payable by you (if the Commissioner of Taxation requires us to deduct this from your account);
- bank account debits tax;
- withholding tax; and
- goods and services tax.
- You must pay these duties, taxes and charges whether or not someone else is liable to pay them and whether or not the loan is made. We may debit these duties, taxes and charges to your loan account as and when they become payable. We do not need to tell you first.

### Enforcement expenses

You must pay us for expenses, including legal expenses and our internal administrative costs, we reasonably incur in enforcing your loan agreement or any security because you have defaulted in your obligations under your loan agreement or any security given for this loan. In the case of a mortgage, these may include expenses for preserving or maintaining the property such as paying rates, insurance and taxes. We may debit these expenses to your account as and when they become payable. We do not need to tell you first.

### Explanation of break costs

When a lender agrees to lend money to a customer for a fixed period at a fixed rate, the lender will often itself borrow money on similar terms. If the fixed rate loan is repaid before the end of the fixed rate period, the lender may still be obliged to pay the agreed rate for the balance of the period to its own lender. This may result in a cost to the lender (commonly known as break costs). Lenders normally pass on this cost to borrowers.

#### Example

A lender may borrow money for five years at a fixed rate of 8% pa. The lender onlends this money to its customer, also for five years, at say 9% per annum.

If, after three years, the customer decides to repay the loan, the lender is left with the obligation to continue paying its own lender for a further two years.

However, interest rates may have dropped during the first three years to, say 7% pa. In this case the lender must continue to pay 8% pa to its lender but will now be able to achieve a return of only 7% for the last two years.

This cost (2% pa on the loan amount for two years) in the above example would therefore be passed onto the borrower.

Please note this is an example only to assist your understanding of break costs. The Lender may use various funding techniques but the underlying principle holds true. Break costs may be payable even if there is no matching borrowing by the Lender.

**If interest rates fall during the fixed rate period, and the fixed rate loan or any part of it is terminated early, break costs could be substantial.**

There are a number of ways the Lender may calculate break costs. The method of calculation is not ascertainable at the *disclosure date* in this loan agreement.

## Part I – Default

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### Financial difficulty

You should inform the Manager as soon as possible if you are in financial difficulty. The Manager will discuss your problems with you, with a view to finding an acceptable solution.

### When there is default

Whether you are an individual or a company, you will be in default if:

- you do something you have agreed not to do or don't do something you agreed to do under your loan agreement;
- the result of any review we complete is unsatisfactory;
- there is a default under any security;
- where you are a company:
  - (a) you are insolvent;
  - (b) an application is made to wind you up or place any part of your assets under administration;
  - (c) a receiver, liquidator or administrator is appointed; or
  - (d) an application is made to cancel your registration;
- you fail to pay any person (including us) any money by the due date;
- where you are an individual:
  - (a) you commit an act of bankruptcy; or
  - (b) you die or become incapable of managing your affairs;
- any representation made by you to us, the Manager or its agents proves to be untrue or misleading; or
- you breach any material undertaking given at any time to us or the Manager.

### Our rights on default

If you are in default we may do any one or more of the following actions, after giving any notice required by law:

- require you to pay us the *amount you owe us*;
- exercise our other rights under your loan agreement or available to us under the law;
- exercise our rights under any security; or
- apply any money in any account you may have with us against the amount you owe us.

We can take action even if we do not do so promptly after the default occurs.

We can exercise these rights with or without taking possession of any mortgaged property. If we hold more than one security, we can enforce any one of the securities first or all of them at the same time.

## Part J – General

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### Account opening

You can obtain information about how to open a loan account from the Manager.

### Guarantee

You agree to allow us to disclose the following documents to each guarantor named in your loan agreement:

- a copy of any notice, including correspondence, to us or to you;
- any credit report received in relation to you;

- any financial statements you have given us;
- any notice of demand, or information regarding a dishonour, on any loan with us;
- information on any excess or overdrawing;
- a copy of your loan account statement and your nil interest Visa statement; and
- any other information about you and your accounts with us.

### **Lender's mortgage insurance**

We may take out and maintain lender's mortgage insurance in relation to your loan. Lender's mortgage insurance is not the same as property insurance. It protects us as lender in case you default under your loan agreement and we are still owed money after enforcing any security. It does not protect you as borrower and you may be responsible for repaying the insurer for any amount that it has paid to us. You must pay the premium for the lender's mortgage insurance or reimburse us if we have paid it.

### **Statements**

We will forward a statement of your loan account at least once every six months and more frequently when required by law.

You will receive separate statements for the *line of credit* account and the nil interest Visa account. The amount debited to your *line of credit* account from the nil interest Visa account will be reflected as one amount. The nil interest Visa account statement will itemise all individual transactions on the Visa card.

You should check the entries carefully and tell us immediately if you want to question a transaction shown on the statement. You may ask us for extra statements at any time, as long as you pay any charge we may have for this service.

### **Credit balances**

If you repay us more than the *amount you owe us*, your loan account will have a credit balance. We will not pay you interest on that credit balance. We calculate the fees and charges payable on the credit balance as if the loan account has a nil balance.

### **Review**

We may carry out a review of your loan at any time. We may ask you at any time for information relating to your, or any guarantor's business, assets and financial affairs, for example:

- a copy of your tax return or an assets and liabilities statement if you are an individual;
- a balance sheet and profit & loss statement if you are a company; and
- any other information which we may require.

We may require this information to be certified or audited at your expense. You must give us this information within 14 days of the request.

### **Valuation**

If you or someone else has given a mortgage to secure your obligations under your loan agreement, we may require a valuation to be made of the mortgaged property at any time and at your cost.

### **Change in value of mortgaged property**

If the value of the mortgaged property at any time falls below the value when the loan is first approved, you must within 14 days after we ask you:

- repay a portion of the loan; or
- provide us with additional security which is acceptable to us;
- pay for any lender's mortgage insurance which we take out; or
- a combination of any of the above.
- we can require you to comply with the terms of this section more than once during the term of the loan. We may also cancel any redraw facility or reduce the amount available to be redrawn.

## Changes to these terms and conditions

We can change these terms and conditions from time to time. If we do, we will advise you of the change by press advertisement or in writing no later than the day the variation takes effect.

If we change a credit fee or charge or introduce a new credit fee or charge, you will be notified by written notice. You can find out about current fees and charges by asking the Manager.

## If there are two or more borrowers

If there are two or more of you, your obligations as borrowers are both joint (meaning we can take action against any one or more of you) and several (meaning that we can take action against any one of you).

We may accept instructions in any matter relating to your loan from any one of you.

If your loan account has a credit balance, we may pay the balance to any one of you. Upon the death of any one of you, title to any credit balance in your loan account will vest in the survivor(s).

We may deliver any documents, deeds, or other items that we hold to any one of you.

You agree that any one of you may borrow money and have access to information relating to your loan account without the consent of the rest of you. **Each other borrower and guarantor will be liable even though they did not know about or did not agree to the transaction.**

## Assignment

We may assign or otherwise deal with our rights under your loan agreement in any way we consider appropriate. We do not have to tell you first or obtain your consent. You must sign or do anything we reasonably require to enable us to do this. Any dealing with our rights will not change your obligations under your loan agreement.

You must not assign your rights or obligations under your loan agreement without obtaining our written consent.

## Consumer legislation

To the extent that a Consumer Credit Code (*Code*) applies to your loan agreement and:

- the *Code* would otherwise make a provision of your loan agreement illegal, void or unenforceable; or
- a provision of your loan agreement would otherwise not comply with a requirement of the *Code* or impose an obligation or liability which is prohibited by the *Code*,

then your loan agreement is to be read as if that provision were varied to the extent necessary to comply with the *Code* or, if necessary omitted.

## Disputes

You can notify the Manager of any concern you may have with the products or services by contacting the Manager.

The aim is to resolve your concern at your first point of contact. If the Manager is unable to resolve your concern immediately, the Manager will investigate the matter and aim to resolve it within 21 working days.

If you are not satisfied with the Manager's resolution of your complaint, you can ask that the Manager's Complaints Contact Person review your concern by contacting the Manager.

If you do not agree with the result of the Manager's investigation, you can seek assistance free of charge from the Mortgage Industry Ombudsman Scheme.

The Ombudsman is an independent arbitrator who helps customers resolve concerns and disputes.

## If you are a trustee

If you are at any time trustee of any trust, you must disclose this information to us. You are liable under your loan agreement in your own right and as trustee of the trust. We can recover against the trust assets as well as from you. You acknowledge that:

- your loan agreement is for a proper purpose and for the benefit of the trust;
- you have the power and authority to enter into your loan agreement; and

- you have the right to be indemnified fully out of the trust property for all liabilities that you incur under your loan agreement.

You must not amend or change any of the terms of the trust without obtaining our consent first.

### **Change of circumstances and address**

You must tell us if you change your residential or postal address, or if you think there is any information that we should be aware of about your ability to comply with your loan agreement.

### **The Manager**

The Lender has appointed the Manager to manage this loan for the Lender. The Lender may by notice appoint a replacement Manager at any time. If there is a conflict between directions to you by the Manager or the Lender, notices given by the Lender prevail. Normally, notices in relation to your loan will be given to you by the Manager and you should contact the Manager regarding any aspect of your loan.

The Manager may deal with a number of different funders. In this way, the Manager is able to provide borrowers with a broad range of loan products. As a result, interest rates may differ from time to time between the Manager's different products. Accordingly, you may see the Manager advertising a different rate to the rate applicable to your loan; this will probably be because that rate applies to a different funder.

### **The Lender as trustee**

The Lender enters this loan solely in its capacity as the trustee of a trust. The liability of the Lender is limited to the assets of the trust.

### **Privacy**

The Manager and the Lender may use the personal information about you for the purpose of arranging or providing credit, insuring credit and for direct marketing of products and services offered by the Manager, the Lender or any organisation the Manager or Lender is affiliated with or represents.

The information provided by you will be held by the Manager and/or the Lender. You can gain access to the information held about you by contacting the Manager. You have the right to request not to receive direct marketing material.

You agree that the Manager, the Lender, any lenders mortgage insurers, any mortgage broker, mortgage originator, mortgage manager, and any other person or company who at any time provides or has any interest in the credit can do any of the following at any time.

#### **1. Commercial credit information**

Seek and use commercial credit information about you to assess an application for consumer credit or commercial credit.

#### **2. Consumer information**

Seek and use consumer credit information about you to assess an application for commercial credit or consumer credit.

#### **3. Collection of overdue payments**

Seek and use a credit report about you provided by a credit reporting agency to collect overdue payments from you.

#### **4. Provide information to mortgage insurer**

Provide information to a mortgage insurer to assess the risk of providing mortgage insurance or to assess the risk of default.

#### **5. Exchange of information between credit providers**

Seek from and use or give to another credit provider any information about your account, credit worthiness, credit standing, credit history or credit capacity. In particular, the Manager and Lender may provide a bank opinion on you.

#### **6. Exchange of information with originators**

Seek from and use or give, personal information and details of your account to any mortgage broker, mortgage originator, or mortgage manager.

## 7. Exchange of information with advisers

Seek from and use or give to any originator, financial consultant, accountant, lawyer, or other adviser acting in connection with any financing provided or proposed to be provided to you any personal information, consumer or commercial credit information.

## 8. Provide information to credit reporting agencies

Give to a credit reporting agency personal or commercial information about you. The information may include identity particulars; the fact that credit has been applied for and the amount; the fact that the Manager is a current credit provider to you; payments which become overdue more than 60 days, and for which action is commenced; advice that payments are no longer overdue; advice that cheques drawn by you have been dishonoured more than once; in specified circumstances that in the opinion of the Manager you have committed a serious credit infringement; and the credit provided to you by the Manager has been paid or otherwise discharged.

## 9. Provide information for securitisation

Disclose any report or personal information about you to another person in connection with funding financial accommodation by means of an arrangement involving securitisation, or any other proposed transfer of or proposed dealing with your loan.

## 10. Provide information to Guarantors

Provide information to any person who proposes to guarantee or has guaranteed repayment of any credit provided to you.

## 11. Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding the approval or management of your loan – for example if a complaint is lodged about any mortgage broker or lender who dealt with your loan.

## 12. Disclose personal information

Disclose personal information about you as required by law, or to organisations involved in providing credit to you, or any associate, or contractor of the Manager or Lender, (including, for example, stationery printing houses, mail houses, lawyers, accountants), or people considering acquiring or taking an interest in our business, or our assets.

If you do not provide personal information, the Manager and Lender may be unable to provide credit.

## Part K – Interactive services

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### Application of Part K

Part K only applies if we make the *interactive services* available to you.

In Part K, a reference to “we/us/our” includes the Lender, the Manager and ING Bank (Australia) Limited (**ING**) as provider of the *interactive services*.

As ING operates the *Telephone & Internet Banking* systems for the Lender and the Manager, the Lender and the Manager accept no liability whatsoever in relation to the *interactive services*. If you have a concern or query regarding the *interactive services* you should contact your Manager using the telephone number provided to you in connection with the *interactive services*. In providing the *interactive services*, the requirements of the Electronic Funds Transfer Code of Conduct will be complied with.

### How to access the *interactive services*

To access the *interactive services* you need:

- a *client number*; and
- an *access code*.

We will provide you with your *client number* in the *settlement letter*. To establish your *access code* you must contact us following the instructions we give you in the *settlement letter*. We will provide you with a temporary *access code*, which you must use to access the *interactive services* for the first time, and which you will be required to change at the beginning of that first session. Once you have changed your *access code* you will be able to use the *interactive services*.

Before you use the *access code* or *client number* for the first time, we will provide to you information on:

- any charges for the issue or use of the *access method*, separate from activity or other charges applying to the account generally;
- the nature of any restrictions imposed by us on the use of the *access method* (including any daily transaction limit or other periodic transaction limits that apply to the *access method*, the account or electronic equipment) and an indication that merchants or other institutions may impose additional restrictions;
- a description of the types of transactions that may be made, and the accounts that may be accessed with the *access method*;
- a description of any credit facility that you may access through electronic equipment using the *access method*;
- our procedure for reporting lost, stolen or unauthorised use or the breach of security of the *access method*; and
- the way you can make complaints and query statements.

### **Use of *interactive services***

By using any of the *interactive services*, you automatically agree that we are entitled to give access to your *accounts* to any person supplying the *client number* and *access code* and process transactions conducted on the *account* by that person. We are not required to verify or authenticate your identity or their identity before giving access to the *account* or processing a transaction on the *account*.

If you allow a third party to use the *interactive services* to operate your *account*, you will be liable for any use of the *interactive services* by that person including transactions on the *account* (even if that transaction is not authorised by you) and any failure by that person to observe these terms and conditions. You will be responsible for all transactions by that person as though you made them yourself.

You agree to indemnify us against all losses, liabilities and damages incurred by us as a result of us acting in accordance with the instruction of a third party you allow to use the *interactive services*.

We are not required to verify or authenticate the identity of a third party user or to ascertain whether they are authorised by you to conduct transactions on your *account*.

If one of you (if there is more than one of you) instructs us to block access to the *accounts* through the *interactive services*, we are authorised by all of you to act on those instructions.

### **Security of access codes and client numbers**

It is important that you keep your *access code* and *client number* secure. You must take all reasonable precautions to ensure that your *access code* and *client number* are not misused and that their security is protected. In particular, you must:

- ensure that your *access code* and *client number* are not disclosed to any unauthorised person;
- use care to prevent anyone else seeing your *access code* or *client number* being entered when using the *interactive services*;
- avoid your *access code* and *client number* being recorded when accessing the *interactive services*;
- keep any record of your *access code* and *client number* details (without making any reasonable attempt to protect the security of the *access code* or *client number* records) separate and apart from each other so that they are not liable to loss or theft simultaneously;
- keep any record of your *client number* and *access code* secure; and
- when you change your *access code*, and after our specific warning not to choose a numeric code that represents your date of birth and the consequence of doing so, not select such a numeric code.

You must tell the Manager as soon as possible if you suspect that your *access code* or *client number* is known to a person. You can notify the Manager by telephoning the number we provide to you in the *settlement letter* between 8am and 6pm on each *business day*.

We can cancel any *access code* at any time and without notice if we believe it is being used in a way that can cause loss to you or us.

## Liability

1. You are not liable for loss of funds:
  - where it is clear that you have not contributed to the loss;
  - that are caused by the same transaction being incorrectly debited more than once to the same account;
  - where unauthorised use takes place before you received your *access code* or *client number*;
  - that are caused by the fraudulent or negligent conduct of our employees or agents or any company involved in our networking arrangement or of merchants linked to the electronic funds transfer system, or their employees or agents; or
  - where unauthorised use takes place after you inform the Manager that your *access code* and *client number* has been lost or stolen or the security of the *access code* or *client number* has been breached.
2. Where you have contributed to the loss resulting from unauthorised transactions by:
  - acting fraudulently;
  - disclosing your *access code* or *client number* to any person;
  - failing to keep any record of your *access code* and *client number* details (without making any reasonable attempt to protect the security of the *access code* or *client number* records) separate and apart from each other so that they are not liable to loss or theft simultaneously;
  - when you change your *access code*, and after our specific warning not to choose a numeric code that represents your date of birth and the consequences of doing so, selecting such a numeric code; or
  - otherwise acting with extreme carelessness in failing to protect the security of the *access code* or *client number*,

you are liable to the actual loss suffered before we are notified of the misuse, loss or theft or the breach of the security of the *access method*, but you are not liable for that portion of the losses incurred:

  - on any one day that exceeds the daily transaction limit;
  - in a period that exceeds any other periodic transaction limit applicable to the relevant period; or
  - that exceeds the credit limit applying to your loan account during the period.
3. Where you have contributed to the loss resulting from unauthorised transactions by unreasonably delaying notification to us after becoming aware of the misuse, loss or theft of any device forming part of the *access method* or that the security of the *access code* or the *client number* has been breached, you are liable for the actual losses that occur between when you became aware, or should have reasonably become aware, and when we were actually notified but you are not liable for that portion of the losses incurred:
  - on any one day that exceeds the daily transaction limit;
  - in a period that exceeds any other periodic transaction limit applicable to the relevant period; or
  - that exceeds the credit limit applying to your loan account during the period.
4. Where it is not clear whether or not you have contributed to the loss resulting from unauthorised use, your liability will be limited to the least of:
  - \$150;
  - your credit limit at that time; or
  - the actual loss suffered.

### **Access to your account**

We may, in our absolute discretion, offer you access to the *interactive services*. If we decide certain *accounts* will not be given access using the *interactive services* we are not obliged to grant access for those *accounts*.

You can use the *interactive services* to access each of the *accounts* for which we grant access. We may in our absolute discretion subsequently give you access to other accounts using the *interactive services*.

### **Your instructions to us**

When you use the *interactive services*, your instructions will be carried out if:

- they are permitted by these terms and conditions; and
- they comply with the directions we give you on how to use the *interactive services* and/or how to perform particular transactions using the *interactive services*. These directions can be given by us orally or in writing for *Telephone Banking* or in writing for *Internet Banking*.

You authorise us to act on your instructions. If it is not possible to carry out the instructions, the transaction will not be processed.

We can defer processing a transaction or seek further information from you or authorised third parties before carrying out an instruction. When you or anyone authorised by you gives us instructions using the *interactive services*, those instructions cannot be stopped. You are responsible for ensuring that the instructions you or anyone you authorise gives us are correct.

### **Transaction reference numbers**

When you perform a transaction through the *interactive services*, we will provide you with an electronic receipt (in the case of *Internet Banking* or receipt information by voice communication (in the case of *Telephone Banking*).

### **Availability of *interactive services* and accuracy of information**

We will try to ensure that the *interactive services* are available to you as follows:

- for *Telephone Banking*, 24 hours a day, seven days a week (except customer service assistance for *Telephone Banking* which is only available during normal business hours (Sydney time)); and
- for *Internet Banking*, 24 hours a day, seven days a week.

Subject to any warranties implied by law that cannot be excluded, we are not responsible for:

- errors, inaccuracies, omissions, interruptions, viruses/defects;
- delays resulting from failure of the communications network or ancillary equipment outside our control which supports the *interactive services*; or
- failure of the *interactive services* to perform a function in whole or in part where your instructions to complete a transaction have not been accepted by our system or our equipment.

If an error, inaccuracy or omission occurs and you advise us in writing, we will endeavour to correct such error, inaccuracy or omission within 3 *business days* of notification. If we cannot correct the error, inaccuracy or omission within this period, we will contact you to tell you when we expect corrective action will be completed.

Subject to any warranties implied by law that cannot be excluded, we are not liable for any loss or damage (including without limitation losses or damages for loss of profits, business interruption, negligence or wilful conduct, loss of information, indirect, special, punitive or consequential losses or damages) arising out of:

- the inability to use the *interactive services* where you were aware, or should have been aware, that the *interactive services* or any system or equipment necessary to operate the *interactive services* were unavailable for use;
- reliance on information obtained through use of the *interactive services*; or
- any errors, inaccuracies, omissions, interruptions or viruses/defects which arise from the use of the *interactive services* where you were aware, or should have been aware, that the *interactive services* or any system or equipment necessary to operate the *interactive services* was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning.

Where our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:

- the resupply of the information or services to you (including the correction of any errors in your account); or
- the payment of the cost of having the information or services re-supplied to you.

Also, we may withdraw or deny access to the *interactive services* without prior notice to you for repairs, maintenance or reasons of security.

Your access to the *interactive services* will be automatically denied after 3 unsuccessful attempts to enter your *client number* and *access code*. If this happens, you must contact the Manager to obtain access to the *interactive services*.

### **Information on your account**

Information provided as to the state of your *account* will reflect the position at that time.

However, if you give us instructions to transfer money from your *account*, the transfer will take place:

- if the instructions are given before 4pm Sydney time on a *business day*, on the next *business day*; or
- if the instructions are given after 4pm Sydney time on a *business day*, then 2 *business days* after you give us the instructions.

If we are instructed to do so, we credit amounts to your *account*, as soon as practicable after we receive them.

### **Changing your access code**

You can change your *access code* at any time subject to correctly quoting the current *access code*. If you change your *access code* for one *interactive service*, it will automatically change your *access code* for all other *interactive services*.

### **Fees and charges**

Normal fees and charges apply to the *accounts* which you access through the *interactive services*. The fees and charges stated in the loan agreement apply to the use of the *interactive services*.

In addition, you must pay us any new fees and charges we impose in connection with the use of the *interactive services*. If we introduce fees and charges for the *interactive services* we will inform you.

You authorise us to debit these fees and charges to any *account* you have with us.

### **Additional conditions for accessing the website**

When you use the *website*, we grant you a limited licence to display on your computer, print, download and use the underlying HTML, text, hyperlinks, information, content and transaction facilities made available on the site for your personal use and records only.

You are not authorised or permitted to modify, alter, transfer, interfere with the working, reverse engineer, remove, create, distribute, paste onto, link to or from another web site any part of the *website*.

Copyright in the *website* is owned by us and all rights are reserved. Except as provided in the limited licence and any use permitted by the Copyright Act 1968 (Cth), no part of the material may be reproduced or provided to the public, in any form or by any means, without our written permission.

The trade mark and device of the Manager are trade marks owned by the Manager. Except as provided in the limited licence, no permission is given for the reproduction or publication of any trade marks on the *website* by any person.

For the purpose of any e-mail communications which are sent to us via the *website*:

- An e-mail communication is not taken to be received by us until the e-mail message enters our electronic mail box and is able to be opened in readable form by us.
- Proof of an e-mail being received by us can be established by production of an electronic or paper record of the date and time that the e-mail message entered our electronic mail box and was able to be opened in readable form by us.

### **Changes to the services and information provided**

We can modify, upgrade and vary the type, nature and format of information, transactions or other services offered to you when using the *interactive services* at any time without notice.

### **Resolving disputes**

If you have a problem please contact the Manager. The Manager may require you to put your problem in writing so that the problem can be fully investigated. We will try to resolve it as soon as possible.

### Termination of use

You can end the use of the *interactive services* at any time by telling the Manager in writing. We can end your use of the *interactive services* at any time by telling you in writing.

### Recorded transactions

We can, at our discretion, tape-record transactions made via *Telephone Banking* and make electronic copies of or monitor any transaction conducted via *Internet Banking* for the purpose of accuracy and security. If we monitor transactions for security reasons we will inform you of that before the commencement of the transaction or each session of transactions.

### Warning account aggregation services

Some companies provide account aggregation services that allow you to view account information from different institutions on the one web page. To use an account aggregation service, you are usually required to give the service provider your account details and your *access code*.

We do not endorse, promote or authorise the use of account aggregation services in connection with your account or an *interactive service*.

Please remember that if you disclose your *access code* to another person, you will be liable for any transactions on your account(s) made by that person using those *access codes*.

## Part L – Visa Cards

### Application of Part

Part L only applies if we have given you a Visa card. In Part L, a reference to “we/us/our” includes the Lender, the Manager and ING Bank (Australia) Limited (**ING**) and Visa International Service Association as provider of the Visa card.

As ING and Visa operate the Visa card system for the Lender and the Manager, the Lender and the Manager accept no liability whatsoever in relation to the Visa card. In providing the Visa card, the requirements of the Electronic Funds Transfer Code of Conduct will be complied with.

### Your Visa Card

If there is more than one of you, you may ask us to provide a Visa card to each of you. We will not issue more than three Visa cards for your nil interest Visa account. Visa cards are available to account holders only.

You accept and agree to be bound by these visa card terms and conditions when you sign your credit contract.

If you have requested a Visa card we will send your Visa card to you by post as soon as practicable after settlement of your loan. You must sign and activate your Visa card as soon as you receive it. We will tell you how your Visa card can be activated. Your Visa card remains our property.

We will forward to you a PIN which may be used with your Visa card. Each card has its own PIN. How your PIN is to be used is set out in the table below.

### How you may use your Visa Card

	LINE OF CREDIT ACCOUNT	NIL INTEREST VISA ACCOUNT
At a merchant who displays the Visa symbol – to purchase goods or services (non-EFTPOS)	X	√ without the PIN. Sign for the transaction
EFTPOS – to purchase goods or services	√ use the cheque button on the card machine and enter PIN.	√ use the savings or the credit button on the card machine and enter PIN, or use the credit button and sign for the transaction.

<b>EFTPOS – to obtain cash</b>	√ use the cheque button on the card machine and enter PIN.	√ use the savings button on the card machine and enter PIN.
<b>ATM – to obtain cash</b>	√ use the cheque button and enter PIN.	√ use the savings or the credit button and enter PIN.
<b>Over the counter – to obtain cash</b>	X	√ without the PIN. Sign for the transaction

The table above sets out the different ways in which you may use your Visa card. Further details of each of these methods are set out below.

### To purchase goods from a merchant

- (a) You may use your Visa card to obtain goods and services from any merchant who displays the “Visa” or “EFTPOS” symbol. Displaying the “Visa” or “EFTPOS” symbol is not a promise by the merchant that all of the goods and services available from the merchant may be purchased with your Visa card. We are not responsible if the merchant refuses to accept or honour your Visa card.
- (b) You may also purchase goods or services using your Visa card from a merchant by internet, mail order or telephone if the merchant accepts this form of payment.
- (c) The price the merchant charges for goods or services purchased with your Visa card may be different from the price the merchant charges for the same goods or services purchased with cash.
- (d) We do not accept any responsibility for the goods or services purchased with your Visa card, unless we are required to do so by law.  
In some circumstances we may have the right to recover a disputed payment on your behalf under the rules of the Visa card scheme. See below for details.
- (e) You may use your Visa card to purchase goods and services, using either your *line of credit* account or your nil interest visa account (whichever you select in accordance with the table above) up to the *line of credit* or nil interest Visa account limit (as applicable). However, individual merchants may apply their own minimum and maximum value of goods or services you may purchase in any one transaction.
- (f) You may use your Visa card to obtain cash from either your *line of credit* account or your nil interest Visa account (whichever you select in accordance with the table above) up to the *line of credit* limit or the nil interest visa available funds limit (as applicable). You may not obtain cash in an amount that exceeds your daily transaction limit. The minimum or maximum amount of cash you can obtain in any one transaction or series of transactions will depend on the financial institution or merchant. You may be required to produce additional identification.

### To obtain cash

You may use your Visa card to obtain cash in the following ways:

- at a branch counter of any financial institution which displays the “Visa” symbol (for the nil interest Visa account only);
- through most EFTPOS outlets (please see the table above); or
- from any ATM which displays the “Visa” symbol or the Cashcard logo as shown on your Visa card (please see table at the beginning of this clause). Cash is not available from any ING Bank branch.

We do not make any promise that an individual ATM will have money available or that an EFTPOS outlet will accept your Visa card. If an ATM does not return your Visa card, you should contact the Manager. **Do not contact the financial institution which owns the ATM.**

### Your loan account

We will debit the amount of any purchase made or cash obtained using your Visa card to either your nil interest Visa account or your *line of credit* account depending on how you use your Visa card. Please see the table above for details.

The Visa card only entitles you to access either your nil interest Visa account or your *line of credit* account. You may not link your Visa card to any other account.

Subject to any restrictions set out in these terms and conditions you may borrow any amount up to your available funds limit. We calculate your available funds limit on each day in accordance with the terms above.

In accordance with the terms above, we calculate a separate available funds limit for:

- your *line of credit* account; and
- your nil interest visa account (this is your nil interest visa available funds limit).

We calculate your *line of credit* available funds limit each day by taking your *line of credit* account limit and deducting from your *line of credit* account limit:

- the *amount you owe us* in relation to your *line of credit* account as of that day;
- any amounts we have received instructions to withdraw from your *line of credit* account which have not yet been processed but not including future periodical payments; and
- the amount of any payments by cheque which have been credited to your *line of credit* account, but which have not yet cleared.

We calculate your nil interest visa available funds limit each day by taking your nil interest Visa account limit and deducting from your nil interest Visa account limit:

- the *amount you owe us* in relation to your nil interest visa account as of that day;
- any amounts we have received instructions to withdraw from your nil interest visa account which have not yet been processed but not including future periodical payments; and

the amount of any other proposed payments on your Visa card which we have been told about, but which have not yet been debited to your nil interest visa account, e.g. certain types of deposits for goods or services.

We may reduce your *line of credit* account limit or your nil interest visa account limit at any time, even if you are not in default, in accordance with these terms and conditions. The term “credit limit” is deemed to mean your *line of credit* account limit or your nil interest Visa account limit for the purposes of this Part L.

Any change to your *line of credit* account limit or your nil interest visa account limit will affect your available funds limit but your obligation to repay credit already provided under your credit contract is not affected.

### **Transactions outside Australia**

When your Visa card is used overseas, foreign currency amounts will be converted into Australian dollars as at the date they are processed by Visa International. The conversion rate is determined by Visa International. The amount debited to your loan account will include Visa International’s currency conversion charges. Visa currently charges a fee (which is currently 1% of the value, in Australian dollars, of the foreign currency). This amount will be incorporated in the amount debited to your loan account.

You may not be able to use your Visa card at some ATMs overseas. A fee may be charged at the time you use your Visa card at an ATM overseas. The amount of any fee is an unascertainable transaction.

### **No deposits at an ATM**

You may not make a deposit into your loan account at an ATM.

### **Expiry date**

Your Visa card is only valid during the period stated on the card. You must not attempt to use your Visa card after this date. We may automatically issue a new Visa card you before the expiry date. We do not have to tell you first.

### **Replacement cards**

We may issue a replacement Visa card to you at any time (eg. if your Visa card is lost or stolen). You may order a replacement card by calling the Manager.

We may charge you a fee for the replacement of your Visa card, no matter why the card needs to be replaced. The amount of this fee is set out in your credit contract and will be charged to your nil interest visa account after you ask us to issue the replacement Visa card. This is not the same as the fee that Visa International may charge you if your Visa card is replaced overseas.

In addition, we may charge you the fee we must pay Visa International for the emergency replacement of a Visa card if your Visa card needs to be replaced overseas. This amount is currently US\$175 and is charged to your nil interest visa account after your Visa card is replaced.

### **When we may refuse to authorise a transaction using your Visa card**

We may refuse to authorise a proposed transaction using your Visa card if:

- the amount of the transaction exceeds your available funds limit; or
- your Visa card has been reported lost or stolen; or
- your Visa card has been cancelled; or
- we have de-activated your Visa card; or
- your *line of credit* account is cancelled; or
- we have any other good reason to do so.

### **Standing Authority**

You may give a merchant a standing authority authorising that merchant to make one or more transactions on your nil interest visa account. We must process any request by the merchant to debit your nil interest visa account which is in accordance with a standing authority that you have given. To cancel a standing authority, you must either contact us or the merchant that you gave it to.

In some circumstances your Visa card number may change (e.g. if a replacement card is issued after you report your Visa card lost or stolen) and you will need to provide these new details to the merchant or we may stop processing these transactions, in which case the merchant may stop providing you with the relevant goods or services.

### **Cancelling your Visa card**

You or we may cancel your Visa card at any time, even if:

- you are not in default; or
- we have not cancelled your *line of credit* Account.

**We will tell you in writing if we do this.**

**You may do this by writing to the Manager.**

**Your nil interest Visa account limit is not affected if we cancel all or any of the Visa cards.**

**We may reissue you with a Visa card that has been cancelled, if you ask us to. We do not have to do this, however.**

If you or we cancel your Visa card(s):

- you must immediately return your Visa cards to us (cut in half);
- we may refuse to honour any transactions using the cancelled Visa cards which take place after cancellation. However, we do not have to do this; and
- this will not affect any transaction using any other Visa card(s) which has not been cancelled, in relation to the nil interest visa account or *line of credit* Account.

You will be liable for authorised transactions on your Visa card before and after that Visa card has been cancelled, including transactions in accordance with any standing authority that has not been cancelled, and any use of your Visa card before it has been returned to us, cut in half. Your obligation to repay any outstanding balance of the nil interest visa account in accordance with this agreement will continue even if your Visa card has been cancelled.

You must make alternative arrangements for any standing authority you have given in relation to your cancelled Visa card.

In accordance with these Terms and Conditions, you cannot use your Visa card(s) after your *line of credit* account is cancelled. You must also return your Visa card(s) to us if we ask you to.

### **De-activating your Visa card**

If you are in default under your loan we may de-activate your Visa card. Once your Visa card is de-activated you may not make purchases or obtain cash using your Visa card (although you will remain liable for all unauthorised transactions on your Visa card and any outstanding balance of the nil interest visa account). If we ask, you must immediately return your Visa card(s) to us cut in half. If we ask, you must immediately return your Visa card(s) to us cut in half. You authorise us to

suspend or cancel any standing authority that you have given in relation to a Visa card that is de-activated (although we do not have to do this).

If you remedy the default under your loan we may re-activate your Visa card if you ask us to, although we do not have to.

### **You must look after your card and keep your pin secret**

Security of your Visa card and PIN number is very important. You must keep your Visa card secure and your PIN secret. In particular you must:

- (a) sign your Visa card as soon as you receive it;
- (b) not give your Visa card to anyone else or allow anyone else to use it;
- (c) check regularly to make sure you still have your Visa card;
- (d) not voluntarily disclose to anybody your PIN (including a member of your family, friends or our staff);
- (e) not indicate your PIN on your Visa card, even if it is disguised;
- (f) not keep a record of your PIN (without making a reasonable attempt to disguise your PIN or protect the security of the PIN) in or on anything you usually carry with the card or that is liable to be lost or stolen at the same time as the card;
- (g) if we allow you to change the PIN, not select a numeric code that represents your birth date or an alphabetical code that is a recognisable part of your name; and
- (h) not act with extreme carelessness in failing to protect the security of the PIN record.

Your liability for any losses suffered because you fail to keep your Visa card or PIN secure will be determined under the below "Unauthorised Use" clause and the Electronic Funds Transfer Code of Conduct.

### **Unauthorised use**

If your Visa card is lost, stolen, used without your permission or you suspect your PIN is known to someone else, you must tell us as soon as you realise that the loss, theft or unauthorised use has occurred or that someone else knows or may know your PIN.

At the date of your loan agreement you can contact the following numbers regarding your Visa card:

- During business hours contact your Mortgage Manager whose telephone number appears on your loan statement or if calling from overseas 61 2 9373 3382;
- at other times – 1800 800 521 or if calling from overseas 61 2 9373 3382.

When you notify us of the loss, theft or unauthorised use of your Visa card, or that someone else knows or may know your PIN, we will give you a notification receipt number and issue you with a new card and/or PIN.

If you unreasonably delay notifying us of the loss, theft or unauthorised use of your Visa card, or that someone else knows or may know your PIN, you may be liable for transactions up to the time you notify us of the relevant event.

You will not be liable for losses:

- which are caused by fraudulent or negligent conduct of our employees or agents or any company involved in our networking arrangements or any merchants or their employees or agents who allows you to pay for goods or services by performing an electronic transaction; or
- which relates to a Visa card, nil interest Visa account number or PIN which is forged, faulty, expired or cancelled; or
- which occur before you receive your Visa card or (if the unauthorised transaction involved your PIN), your PIN; or
- which occur after you have notified us that your Visa card has been lost, stolen or misused or the PIN security has been breached; or
- where it is clear that you have not contributed to the loss; or
- that are caused by the same transaction being incorrectly debited more than once to the same account.

Where it is not clear whether or not you have contributed to the loss resulting from unauthorised use, and that PIN was required to perform the unauthorised transactions, you will be liable for the least of:

- \$150;
- your available funds limit at that time; or
- the actual loss at the time we are notified that your Visa card has been lost, stolen or misused or the security of your PIN has been breached (excluding that portion of the losses resulting from unauthorised transactions to obtain cash on any one day that exceed your daily transaction limit).

You are liable for the actual loss suffered before we are notified of the loss, theft or unauthorised use of your Visa card, or that someone else knows or may know your PIN where we can prove on the balance of probability that you have contributed to losses resulting from unauthorised transactions by:

- voluntarily disclosing your PIN (including to family or friends);
- indicating your PIN on your Visa card;
- keeping a record of your PIN (without making any reasonable attempt to protect the security of the PIN record) with any article carried with the Visa card or liable to loss or theft simultaneously with your Visa card;
- acting with extreme carelessness in failing to protect the security of your PIN; or
- acting fraudulently.

However, you are not liable for that portion of the losses incurred:

- as a result of unauthorised transactions to obtain cash on any one day that exceeds your daily transaction limit;
- that exceeds your *line of credit* available funds limit or nil interest visa available funds limit (as applicable) at that time;
- on any accounts which we have not agreed with you could be accessed electronically using your Visa card;
- as a result of conduct that we expressly authorised you to engage in; or
- as a result of you disclosing, recording or storing your PIN in a way that is required or recommended for the purposes of you accessing your account in a way expressly or impliedly promoted, endorsed or authorised by us.

Where you have contributed to losses resulting from unauthorised use by unreasonably delaying notification to *us* after becoming aware of the misuse, loss or theft of your Visa card or that the security of the PIN has been breached, you are liable for the actual losses that occur between when you became aware, or should have reasonably become aware, and when we were actually notified. However, you are not liable for that portion of the losses incurred:

- as a result of unauthorised transactions to obtain cash on any one day that were transactions to obtain cash in an amount exceeding the daily transaction limit;
- that exceeds the credit limit applying to your loan account during that period; or
- on any accounts which we have not yet agreed with you could be accessed using your Visa card and PIN.

We will not hold you liable under this clause for an unauthorised transaction that exceeds the liability you would have had if we had exercised our right (if any) under the Visa card scheme rules to reverse a disputed transaction with a merchant, at the time you reported the unauthorised transaction.

#### **Warning: Account Aggregation Services**

Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service, you are usually required to give the service provider your account details and your PIN. We do not endorse, promote or authorise the use of account aggregation services in connection with your account(s). Please remember that if you disclose your PIN to another person, you will be liable for any transactions on your account(s) made by that person using that PIN.

#### **Limitation of liability**

We are responsible to you for losses caused by the failure of an *EFT institution's equipment* to complete a transaction accepted by an *EFT institution's equipment* in accordance with your instructions.

However, if you were aware, or should have been aware that the *EFT institution's equipment* was malfunctioning or unavailable for use, our responsibility will be limited to correcting any errors in the account and reversing any fees or charges imposed as a result.

### Visa Disputes

If you believe that an error has occurred in relation to your nil interest visa account you should tell us as soon as possible in accordance with the Disputes clause above. We will follow the procedures and observe the time frames described in that clause. When you notify us if any concerns you may have with your Visa card, you should also provide us with your Visa card number.

If we decide to resolve a complaint by exercising our rights under the rules of the Visa card scheme, then:

- the time limits under the rules of the Visa card scheme apply instead of the time limits in the Disputes clause above;
- we will suspend your obligation to pay any amount the subject of the complaint and any credit and other charges related to that amount until the complaint is resolved, and inform you of that suspension.

In some circumstances there may be a right to reverse a disputed transaction with a merchant (known as a chargeback) under the Visa card scheme rules (for example where you did not receive the goods or services you paid for). You should report a disputed transaction to us immediately. The Visa card scheme rules impose strict time limits (generally 90 days) after which we will not be able to reverse a transaction. These time limits may not apply in some cases governed by the Electronic Funds Transfer Code of Conduct. If you do not report the dispute in time, we cannot investigate in order to reverse the disputed transaction and you will be liable for the transaction.

### Part M – BPAY® (® Registered to BPAY Pty Limited ACN 69 079 137 518)

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Part M will apply to you if you ask us to make a payment on your behalf through the BPAY® Scheme ("*BPAY payment*"). This Part will apply even if the loan agreement does not specify it is relevant to your loan.

In Part M, a reference to "we/us/our" includes the Lender, the Manager and ING Bank (Australia) Limited (**ING**) as provider of the BPAY Scheme.

ING is a member of the BPAY Scheme, an electronic payments scheme through which you may instruct us to make payments on your behalf to a biller who issues a bill to you which you can pay using the BPAY Scheme ("*biller*"). You will be notified if ING is no longer a member of the BPAY Scheme.

As ING is a member of the BPAY Scheme, the Lender and the Manager accept no liability whatsoever in relation to the BPAY Scheme.

### How to use the BPAY Scheme

You can make a *BPAY payment* by accessing *Telephone Banking* or *Internet Banking*. The payment can be made from any loan account that has the redraw facility available or is a *line of credit* account. We will treat an instruction to make a *BPAY payment* as authorised by you if, when you give us the instruction, you also give us your *access code*.

When you ask us to make a *BPAY payment* you must give us the number of your loan account from which you want us to deduct the *BPAY payment*, the amount of the *BPAY payment*, the *biller* code and customer reference number. We will debit your loan account with the amount of the *BPAY payment*. However, we may not make the *BPAY payment* if you do not give us the information or any of it is not correct or if there is insufficient available in the loan account that you want us to deduct the *BPAY payment* from. We are not acting as your agent or the agent of the *biller* when we make a *BPAY payment* on your behalf.

If you use a credit card to pay a bill through the BPAY Scheme we will treat that payment as a credit card purchase transaction.

### Payments

We may impose limits on the amount of *BPAY payments*. We can also decide the order in which payments will be processed.

Once you have instructed us to make a *BPAY payment*, we cannot stop that payment except for future dated payments which can be cancelled before the payment due date.

*Billers* who participate in the BPAY Scheme have agreed that a *BPAY payment* you make will be treated as received by the *biller* to whom it is directed:

- on the day that you make the *BPAY payment*, if you tell us to make that payment before 4.00 pm NSW time on a *business day*; or
- on the next *business day*, if you tell us to make that payment either after 4.00 pm on a *business day* or on a day that is not a

*business day.*

A delay may occur in the processing of a *BPAY payment* when there is a public or bank holiday on the day after you tell us to make a *BPAY payment* or if you tell us to make a *BPAY payment* either on a day which is not a *business day* or after 4.00pm New South Wales time on a *business day* or if another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme or a *biller* fails to comply with its obligations under the BPAY Scheme or does not process the payment as soon as it receives the details. We are not responsible for any delay in making a *BPAY payment*.

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a payment to a *biller* and you discover that:

- the amount you told us to pay is greater than the amount you needed to pay, contact the *biller* for a refund; or
- the amount is less than the amount you needed to pay, you should make a further payment (using the BPAY Scheme or another method) for the difference.

You must check your loan account records carefully. You must tell the Manager immediately if:

- you become aware that you may have made any mistake when instructing us to make a *BPAY payment* or of any delays or mistakes in processing your *BPAY payment*; or
- you did not authorise or may not have authorised a *BPAY payment* that has been made from your loan account; or
- you think you have been fraudulently induced to make a *BPAY payment*.

You acknowledge that the receipt by a *biller* of a mistaken or incorrect payment does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that *biller*.

If we are notified that your *BPAY payment* cannot be processed by a *biller*, we will tell you, credit your *loan account* with the amount of the *BPAY payment* and, if you ask us to, take all reasonable steps to assist you in making a *BPAY payment* to that *biller* as soon as possible.

Except for *line of credit* accounts, a payment by the BPAY Scheme is a redraw. No fees or charges will apply to a redraw by the BPAY Scheme.

### **Liability for unauthorised transactions and fraud and Loss and Damage**

Except as set out in this section, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. Liability for losses arising from unauthorised or fraudulent *BPAY payments* is governed by Part K. If you are liable for a transaction or loss of funds by virtue of those liability provisions in respect of a *BPAY payment*, you must pay us the amount if we do not recover it after 20 business days of us attempting to do so from the person who received it.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you either did not observe any of your obligations under these terms and conditions or acted negligently or fraudulently in connection with this agreement.

If a *BPAY payment* is induced by the fraud of a person involved in the BPAY Scheme, that person should refund you the amount of the payment. If that person does not do so, you must bear the loss unless someone involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund to you the amount of the payment.

If you tell us that a *BPAY payment* made from your account is unauthorised, we may only investigate that if you first give us your written consent addressed to the *biller* who received that *BPAY payment*, consenting to us obtaining from the *biller* information that we reasonably require to investigate the *BPAY payment*.

### **General**

We may suspend your right to participate in the BPAY Scheme at any time including (but not limited to) if you are suspected of acting in a fraudulent manner.

If there is an inconsistency between the other terms and conditions applying to your account and the terms and conditions in this Part M, the terms and conditions in this Part M will apply to the extent of that inconsistency as it relates to the BPAY Scheme.

## Part N – Meaning of words

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**access code** means a confidential six digit alpha-code password only known to you, that you must keep secret and that you must use to access an account when using the *interactive services*.

**access method** comprises the use of your *access code* and *client number*, or any other method authorised by us as an authority for us to act on an instruction given through electronic equipment to debit or credit your account.

**account** means each loan account opened in your name to which we give you access by using the *interactive services*.

**amount you owe us** means in respect of each account the total amount outstanding from time to time.

**business day** means a day other than a Saturday or Sunday or public or bank holiday when we conduct financial transactions in Sydney, New South Wales.

**cheque facility provider** is defined in the "When the cheque facility is available to you" section above.

**client number** means the number we give you, that you must keep secret, so you can access the *interactive services*.

**disclosure date** is the date defined as such in the loan agreement.

**EFT institution's equipment** means any electronic equipment, electronic system, communications system or software controlled or provided by, or on behalf of, an institution that subscribes to the Electronic Funds Transfer Code of Conduct to facilitate electronic funds transfers (that is, funds transfers initiated through electronic equipment in relation to which a code, customer identifier, card or other device or component must be used).

**interactive services** means *Telephone Banking* and *Internet Banking*.

**Internet Banking** means our internet loans transaction facility you use by accessing the *website*.

**line of credit** means an All in one Line of Credit, Professional All in One Line of Credit, Lo Doc 60 All in One Line of Credit, or Equity Line of Credit account, in the context of a Visa card, *line of credit* means an All in one Line of Credit Professional All in One Line of Credit, or a Lo Doc 60 All in One Line of Credit.

**settlement date** is the date defined as such in the loan agreement.

**settlement letter** means the letter sent by us to you following the *settlement date*. This letter briefly describes *interactive services*, advises your *client number* and how to contact us.

**Telephone Banking** means our automated interactive voice response system you access using a touch tone telephone.

**website** means the internet web site through which we provide the *Internet Banking*.

Reference to a person includes a company, trust or any other kind of body.

Some of the information in the information statement below will only apply if your loan is regulated by the Consumer Credit Code.

## INFORMATION STATEMENT

### THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider.

It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your Government Consumer Agency, or get legal advice.

## THE CONTRACT

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before-

- your contract is entered into; or
- you make an offer to enter into the contract,

whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy -

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as –

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

**5. How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

**6. Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

**7. Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

**8. Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example-

- You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- You get 20 days advance written notice for-
  - a change in the way in which interest is calculated;
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

**9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

**INSURANCE****10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

**11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## MORTGAGES

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23. Otherwise you may-

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments - but only if your credit provider gives permission first.

If your credit provider won't give permission contact your Government Consumer Agency for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after mortgaged property is sold.

**19. Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

**20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

**21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the Consumer Credit Code.

**GENERAL****22. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways. For example-

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

**23. What if my credit provider and I cannot agree on a suitable arrangement?**

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation. You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

**24. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

**25. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**