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## LOMBARD CARD ACCOUNT – CONDITIONS OF USE

Your contract comprises:

- these Lombard Card Account Conditions of Use; and
- the contract Schedule.

To the extent of any inconsistency between the Schedule and this document the terms of the Schedule will prevail.

Please read both documents carefully. Please note that this document also contains the Information Statement and the Direct Debit Request Service Agreement.

This document does not contain all of the pre-contractual information required by the Consumer Credit Code – see the Schedule for the remainder of that information.

### **Definitions:**

The following expressions have the following meaning in this document and in the Schedule:

**Account-Opening Transaction** means the first transaction on the Card Account. This transaction will be a manual, paper-based transaction effected through a Dealer without use of the Lombard Card.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales.

**Card Account** means the account we set up to record transactions under the Card Contract.

**Card Contract** means the contract between you and us comprising these Lombard Card Account Conditions of Use and the Schedule.

**Consumer Credit Code** means the Consumer Credit Code of a State or Territory that applies to this Card Contract.

**Daily Percentage Rate** means the rate determined by dividing the Standard Annual Percentage Rate by 365.

**Day** means a standard 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**Dealer** means a retailer or any other provider of goods or services approved by us.

**Deferred Payment Interest Free Period** or **Deferred Payment IFP** means, in respect of an individual transaction on your Card Account, a period so described in the Schedule, or stated by a Dealer, to be a Deferred Payment Interest Free Period that applies to an Account-Opening Transaction or a Voucher Transaction, during which period we will not require repayment of the amount of the transaction or charge interest in respect of that transaction. After the expiry of the period, interest will be charged by reference to the Standard Annual Percentage Rate.

**EFT System** means the shared system under which EFT Transactions are processed.

**EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party that may be used in conjunction with a Lombard Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

**EFT Transaction** means a transaction instructed by you through Electronic Equipment using a Lombard Card and PIN but not requiring a manual signature, resulting in the debiting of the Card Account.

**Electronic Equipment** means an EFT Terminal and may also include, if notified by us, other equipment including, a computer, television and telephone.

**Interest Free Period** or **IFP** means, in respect of an individual transaction on your Card Account, a period so described in the Schedule, or stated by a Dealer, to be an interest free period that applies to an Account-Opening Transaction or a Voucher Transaction, during which period we will not charge interest in respect of that particular transaction. After the expiry of the period, interest will be charged by reference to the Standard Annual Percentage Rate.

**Lombard** means Lombard Finance (ABN 31 099 651 877), being the credit provider under this Credit Contract.

**Lombard Card** means the proprietary card issued to you by us.

**PIN** means the personal identification number issued to you by us for use with a Lombard Card when giving an instruction through Electronic Equipment.

**Schedule** means the Lombard Card Product Schedule

provided to you, which contains the financial table, and forms part of your Card Contract.

**Special Promotion Daily Percentage Rate** means the rate determined by dividing the Special Promotion Rate by 365.

**Special Promotion Rate** means, subject to clause 9.1, the rate specified in the Schedule as the Special Promotion Rate or, in relation to a Voucher Transaction, the rate stated by a Dealer to be a Special Promotion Rate.

**Standard Annual Percentage Rate** means, subject to clause 9.1, the rate specified in the Schedule as the Standard Annual Percentage Rate.

**transaction** means an Account-Opening Transaction, a Voucher Transaction or an EFT Transaction as the case requires.

**Unauthorised** means without your knowledge or consent.

**Unpaid Balance** means the difference between all amounts credited and all amounts debited to the Card Account at that time.

**Unpaid Daily Balance** for a Day means the Unpaid Balance at the end of that Day.

**Voucher Transaction** means a manual, paper-based transaction effected through a Dealer that is not an Account-Opening Transaction and in respect of which one of the following applies as stated by the Dealer and confirmed in the voucher receipt:

- an Interest Free Period;
- a Deferred Payment Interest Free Period; or
- a Special Promotion Rate.

**we** or **us** means Lombard and includes its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning.

**you** means the borrower named in the Schedule (being the holder of the Card Account) and **your** has a corresponding meaning. If there is more than one borrower named in the Schedule **you** means each borrower separately and all borrowers jointly. Any other grammatical form of the word 'you' has a corresponding meaning.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

## **PART A: THE CARD ACCOUNT**

### **1. The Card Contract**

- 1.1 The Card Contract is governed by the terms set out in this document and the Schedule. These terms also govern the use of the Card and all transactions on the Card Account.
- 1.2 When you sign the Schedule, you have accepted our offer for a Card Contract and you will be bound by:
  - these Lombard Card Account Conditions of Use as contained in Parts A and B of this document and the Schedule you have signed; and
  - the Privacy Statement and Consent provided with the application form; and
  - if you have completed a Direct Debit Request, the Direct Debit Request Service Agreement set out at the end of this document.

### **2. Opening a Card Account and transactions on the Card Account**

- 2.1 A Card Contract is available only to individuals aged 18 years or older who are permanent residents of Australia and for personal or household (and not investment) purposes.
- 2.2 To enter into a Card Contract and open a Card Account you must:
  - satisfy our eligibility requirements;
  - complete the application process; and
  - provide the documents and information we (or our agents) may request.
- 2.3 The Card Account may be used for the following type of transactions:
  - the Account-Opening Transaction;
  - EFT Transactions using a Lombard Card (see Part B); and
  - Voucher Transactions.
- 2.4 In order to complete a Voucher Transaction, we must consent to the transaction and you must provide us with your Card Account number and sign the voucher receipt. No PIN is required for a Voucher Transaction.
- 2.5 In order to complete an EFT Transaction, you must request the transaction using your Lombard Card and PIN and we must approve the transaction.
- 2.6 We will debit your Card Account with the amount of each approved Account-Opening Transaction,

Voucher Transaction and EFT Transaction (including for a cash advance). The amount of the transaction will be debited to your account on the date that we approve the transaction.

We will also debit your account with the amount of each fee or charge, each amount of interest and all other expenses that are payable by you under the Card Contract. Each fee, charge or expense and each interest charge will be debited to your Card Account on the date that it is first payable by you to us or as otherwise provided for in this document.

### **3. Standard Annual Percentage Rate and Special Promotion Rate**

The Standard Annual Percentage Rate that applies under the Card Contract is set out in the Schedule, but is subject to any later variation in accordance with clause 9.

The Account-Opening Transaction and/or Voucher Transactions may attract a Special Promotion Rate. If a Special Promotion Rate applies to the Account-Opening Transaction, the Special Promotion Rate is set out in the Schedule. If a Special Promotion Rate applies to a Voucher Transaction, the Special Promotion Rate is stated by a Dealer and confirmed in the voucher receipt. The Special Promotion Rate is subject to any later variation in accordance with clause 9.

### **4. Credit Limit and available credit**

4.1 Subject to any daily transaction limits (see clause 33), you may draw down credit up to your credit limit.

4.2 Your credit limit is the amount set out as the credit limit in the Schedule or such other amount as may be set from time to time in accordance with this clause.

The Unpaid Balance of your Card Account must not, at any time, exceed your credit limit without our approval.

4.3 Your credit limit does not change simply because we may debit an amount to your Card Account that causes the account balance to exceed your credit limit.

4.4 We will only increase your credit limit at your request or with your written consent.

We can, however, reduce your credit limit at any

time, whether or not you are in default under the Card Contract and without prior notice to you. We will advise if we do so.

- 4.5 We may, from time to time, set a minimum credit limit for all Lombard Cards. Although you may seek reduce your credit limit at any time, if you seek to your credit limit below such a minimum, we may close, or ask you to close, the Card Account.
- 4.6 We reserve the right not to credit the amount of a payment we receive from you (or for your Card Account) until we receive the full value of that payment (for example when a cheque is cleared).

## **5. How is interest calculated?**

- 5.1 Interest charges are calculated on a daily basis using the Daily Percentage Rate in the following manner.

To calculate the interest charge that is payable in respect of a given day, we start by determining the Unpaid Daily Balance of your Card Account at the end of that day. We then determine if there is any part of that Unpaid Daily Balance that is not to be subject to an interest charge for that day (being a non-interest bearing part of the Unpaid Daily Balance for that day).

On a given day, any part of the Unpaid Daily Balance that represents the outstanding balance of a transaction that is subject to an IFP or an Deferred Payment IFP at that time will be a non-interest bearing amount for that day.

Once we have deducted all parts of the Unpaid Daily Balance that are non-interest bearing parts of the Unpaid Daily Balance on that day then the following applies:

- (a) that part of the net remainder of the Unpaid Daily Balance to which the Standard Annual Percentage Rate applies is subject to the application of the Daily Percentage Rate; and
  - (b) that part of the net remainder of the Unpaid Daily Balance to which the Special Promotion Rate applies is subject to the application of the Special Promotion Daily Percentage Rate,
- so as to determine the interest charge for that day.

- 5.2 On the last day of a statement period, each daily interest charge that has accrued under this clause in respect of a previous day, but which has not

previously been debited to your Card Account, will be debited to your Card Account.

5.3 We may at any time calculate interest in a manner more favourable to you than provided for in this clause but such action will not prevent us from exercising our rights under this clause in respect of subsequent days or transactions.

5.4 When you pay all the monies owing under this Card Contract, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Card Account will be debited to your Card Account at that time and will be payable by you as part of your final payment. Under this Card Contract, accrued interest debited on a day will not include interest relating to that day.

## **6. Repayments**

6.1 You must pay the minimum payment as shown on your Card Account statement by the due date shown on that statement.

6.2 The manner in which the amount of the minimum payment will be calculated in each instance is set out in the Schedule. You may pay more than the minimum payment if you wish.

6.3 If your Card Account statement also refers to an “Amount Payable Immediately”, you must pay that amount immediately on receipt of your statement.

6.4 If a Deferred Payment Interest Free Period applies in respect of a transaction you are not required to make any repayments in respect of that transaction until the expiry of the Deferred Payment Interest Free Period that applies to that transaction. Thereafter, the outstanding balance of that transaction bears interest at the Daily Percentage Rate and is repayable in accordance with the terms of this document. You can, if you wish, repay some or all of this amount at any time you choose.

6.5 If an Interest Free Period applies or applied in respect of a transaction, the minimum payment amount stated in a Card Account statement will include the amount of the minimum repayment due in respect of the outstanding balance of that transaction (if any).

6.6 If the due date for the payment of any amount due and payable under the Card Contract falls due on

a day which is not a Business Day or on the 29th, 30th, or 31st of month that does not include such a day, the payment will be due on the next Business Day.

6.7 You may make repayments to us by any of the following means:

- (a) in person, at our address shown on the front of this document;
- (b) by direct debit bank transfer (if you have completed a Direct Debit Request);
- (c) by our debiting your separate credit card in accordance with your instructions contained in the application form;
- (d) by telephoning our office with your credit card details;
- (e) by BPay® at Australia Post (registered to BPay Pty Ltd ABN 69 079 137 518); or
- (f) by cheque.

We will process payments to your Card Account as soon as practicable.

**Note!** The value of payments made to your Card Account may not be credited to your Card Account, nor therefore treated as received by us, on the day of lodgement. The processing will take place as soon as practicable, but in some cases may take a number of days.

If a payment is subsequently dishonoured, we will debit the Card Account by the value of the dishonour, as at the date that the payment was credited, and a fee may be charged.

We may apply payments to any amounts debited to your Card Account in any order we think fit.

If you have more than one credit contract (including any fixed term loan contracts) with us and you make a payment to us then if you do not tell us in writing how a payment is to be applied we will apply it to any or all of the credit contracts as we think fit.

## **7. Fees and Charges**

You must pay us the fees and charges that are or may become payable under the Card Contract and must do so when required by the Schedule or otherwise by the Card Contract or us. We may debit the fees and charges to your Card Account when they are payable and they will appear on the

Card Account statement.

If we incur or are liable for any government tax or other charge imposed by law in respect of the Card Contract or the operation of the Card Account, you must pay us an amount equal to the amount of the tax or charge we incur or are liable for.

## **8. Account statements**

We will send you a monthly account statement for the Card Account. Each account statement will inform you of your repayment obligations in respect of the statement period covered by the account statement.

You may request an additional copy of your account statement at any time.

We may charge a statement request fee if you ask for one or more duplicates of an account statement.

## **9. Changes to your Card Contract and notification**

9.1 Subject to clause 4.4 and clause 40, we may change your Card Contract at any time without your consent, including (but not limited to):

- (a) changing the Standard Annual Percentage Rate and/or Special Promotion Rate;
- (b) changing the amount, frequency, time for payment or method of calculating any minimum payments;
- (c) changing the amount of, or frequency or time for, payment of any fee or charge;
- (d) imposing a new fee or charge;
- (e) reducing (but not increasing) the credit limit; and
- (f) changing the method of calculating or debiting interest.

9.2 We will give you notice of any change to your Card Contract in accordance with the Consumer Credit Code or any other code or law which may apply.

For example, we will give you:

- (a) notice of an increase in the Standard Annual Percentage Rate or Special Promotion Rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect; or
- (b) notice by writing to you at least 20 days before we:

- change the amount, frequency, the time for payment or method of calculation of any minimum payments (which does not reduce your obligations or extend the time for payment); or
- make any other change to the Card Contract which increases your obligations or reduces the time for any payment; or

(c) at least 20 days notice in writing to you to or by newspaper advertisement if we make any change in credit fees and charges which does not reduce your obligations or extend the time for payment.

9.3 If we give you notice of a change to your Card Contract by newspaper advertisement, or if we make any change to credit fees and charges or minimum payments which reduces your obligations or extends the time for payment, we will provide you with particulars of any such change when your next Card Account statement is sent after the changes takes effect.

9.4 Changes to Part B of the Card Contract are governed by clause 40.

### **10. We may adjust your Card Account balances**

We may, subject to the Consumer Credit Code, adjust the balance in your Card Account to take account of any processing error or because of the dishonouring of a repayment. We may also, subject to the Consumer Credit Code, adjust the balance of your Card Account so as to accurately reflect the legal obligations between you and us. We can do that whether the adjustment favours you or us. We can apply any payment in any way we consider appropriate.

### **11. Commission**

If we pay or receive commissions in respect of the Card Account, details of the commission as known are disclosed in the Schedule.

### **12. Things you must not do - default**

You must not:

- (a) commit an act of bankruptcy; or
- (b) fail to pay us on time any money you have to pay us under this Card Contract; or
- (c) pay any repayment/s with a cheque, direct debit or other instrument that is subsequently dishonoured by a bank; or

- (d) fail to comply with any condition of the Card Contract; or
- (e) make any material false or misleading representation to us.

The occurrence of any of (a) – (e) above constitutes a default under the Card Contract.

### **13. Action on default**

We are entitled to give you a written notice requiring you to correct any default under this Card Contract. If you don't do the things specified in the written notice within 30 days we can require you to pay us whatever money you owe to us under the Card Contract, including any enforcement expense. You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type. The money you owe to us includes the unpaid balance, any other accrued interest, any fees and charges due and owing and any enforcement expenses. If the law does not require us to do so, we do not have to give you a written notice before we can require you to pay us whatever money you owe to us under the Card Contract. In addition, subject to the Consumer Credit Code, we may exercise our other rights under this Card Contract, and any right available to us under law.

### **14. Enforcement expenses**

Enforcement expenses may become payable under this Card Contract in the event of your default. We may debit these expenses to your Card Account. They will become immediately due for payment once debited. Enforcement expenses may include solicitors' legal costs and the reasonable expenses of our staff and our facilities incurred in relation to any enforcement. Interest charges will apply to debited enforcement expenses until they are paid in full.

To the extent that the following are not enforcement expenses regulated by the Consumer Credit Code, we may also charge you the following fees:

If, as a result of you defaulting under this Card Contract, we engage a solicitor or mercantile agent (or similar) to engage in collection activities or to otherwise act for us and we incur a cost in respect of such activities in circumstances where the cost does not comprise an enforcement expense, then

we will debit your Card Account as follows:

- (a) if the cost relates to collection activities, we will debit your Card Account with an amount equal to the collection costs – but only up to an amount not exceeding 35% of the Unpaid Balance; and/or
- (b) if the cost relates to other activities, we will debit your Card Account with an amount equal to the costs incurred in respect of those other activities.

Any such amount debited will become immediately due for payment once debited. Interest charges will apply to any such amount until it is paid in full.

### **15. Change of circumstances and address**

You must tell us promptly if you change your residential or postal address. You can do this by calling us. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change. You must also tell us if you think there is any information that we should be aware of about your ability to comply with this Card Contract.

### **16. Notices**

Any notice or demand given by us under this Card Contract or required by law may be given in writing, can be signed by any of our officers, and can be delivered personally or by pre-paid mail to the address you have nominated for delivery of notices, or if no such address has been nominated by you, your address as last known to us. Any such notice or demand shall be deemed to have been received by you when it would have been delivered in the ordinary course of post.

### **17. Joint and several liability**

If you are two or more persons, your obligations as debtors are both joint and several.

### **18. Date of Card Contract**

This Card Contract takes effect on the date that you accept our offer of a Card Contract in accordance with clause 1.

### **19. Assignment**

This contract cannot be assigned by you without our prior written consent.

We may deal with, assign or transfer to any person or company any of our rights and interests under

this Card Contract. This will not affect your rights or obligations under the Card Contract.

You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned Card Contract and assess your total liabilities to us and any related entity.

## **20. Consumer Credit Code and other laws**

The Card Contract is subject to the laws of the State or Territory in which you ordinarily reside on the date you sign it. Where there is more than one borrower and you do not all ordinarily reside in the one State or Territory, the Card Contract is subject to the laws of the State or Territory in which we first provide credit to you.

To the extent that any provisions or parts of this Card Contract are inconsistent with the Consumer Credit Code or other laws, they will be deleted so that the rest of the contract shall remain valid and enforceable. All disclosures under this contract are made on the basis of assumptions permitted by the Consumer Credit Code.

## **21. Warranties**

You agree that all statements made and documents provided in connection with the application to us for the Card Account and all representations which you have made or may make to us whilst the Card Account is open are true and correct. You acknowledge that we have relied upon the correctness of those statements, documents or representations in entering into the Card Contract and will continue to do so in our dealings with you.

## **22. Our rights**

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it, whether or not it is caused by our negligence.

## **23. Credit balance**

The Card Account should not have a credit balance. However, if your Card Account does have a credit balance, transactions on the Card Account will firstly be applied to reduce your credit balance. We will not pay interest on the credit balance of your Card Account.

## **24. Closing the Card Account**

24.1 You may close the Card Account by:

- giving us notice in writing; and
- returning all Lombard Cards (cut in half) or satisfying us that all Lombard Cards have been destroyed; and
- paying any outstanding amount in full, including for transactions, interest charges and fees and charges not yet showing on your Card Account.

24.2 We may close your Card Account if it has a credit balance by giving you reasonable notice and paying you the amount of the credit balance.

24.3 We may decide at any time without prior notice and whether or not you are in default:

- not to provide you with further credit;
- to cancel any Lombard Cards.

We will advise you if we do so.

24.4 If we decide not to provide you with any further credit (and whether or not we have cancelled your Lombard Card):

- no further credit will be provided under the Card Contract but your obligations under this Card Contract will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts that you become liable to pay under the Card Contract and which are not yet debited to the Card Account);
- you must pay the minimum payments due each month and Card Account statements will continue to be issued until the outstanding balance on your Card Account has been reduced to nil; and
- you must ensure that the use of all Lombard Cards ceases immediately upon notice of that event and must return to us all Lombard Cards (cut in half), or satisfy us that all Lombard Cards have been destroyed.

24.5 If we cancel a Lombard Card you may request a replacement Lombard Card. However, we will not provide you with a replacement Lombard Card if we have decided not to provide you with further credit.

## **25. Evidence**

You agree that any record of a transaction provided to us by a Dealer is admissible evidence of the transaction and of the amount shown and that, unless the contrary is established, it is conclusive evidence.

Further, you also agree that any statement (including, but not limited to, a statement of account or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

## **PART B : THE LOMBARD CARD**

This Part B governs the use of the Lombard Card to access your Card Account.

### **Enquiries**

If you would like any further information about the Lombard Card please contact us on 1300 132 301. You should follow the guidelines in the box below to protect against unauthorised use of the Lombard Card and your PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with these Lombard Card Account Conditions of Use and the Electronic Funds Transfer Code of Conduct.

### **Guidelines for Ensuring the Security of the Lombard Card and PIN**

- Sign the Lombard Card as soon as you receive it;
- Keep the Lombard Card in a safe place;
- Never write the PIN on the Lombard Card;
- Never write the PIN on anything that is kept with or near the Lombard Card;
- Never lend the Lombard Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the Lombard Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the Lombard Card to us or to the LOST OR STOLEN CARD HOTLINE (see clause 29);
- Keep a record of the Lombard Card number and the LOST OR STOLEN CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;

- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Lombard Card has been used without your authority; and
- Immediately notify us of any change of address.

## **26. Lombard Cards and activation**

Unless we agree otherwise, if your Card Account is held jointly (i.e in two names), we will issue a Lombard Card to each of you. We will not issue a Lombard Card to a third party.

Although you can conduct the Account-Opening Transaction and Voucher Transactions on your Card Account without having activated your Lombard Card, in order to use your Lombard Card to transact on the Card Account, you must firstly activate your Lombard Card.

You will need to activate your Lombard Card by either:

- (a) calling us on the number we give you for that purpose; or
- (b) returning a completed Lombard Card activation receipt that we provide to you with the Lombard Card.

The Lombard Card always remains our property.

## **27. Use of Lombard Card – EFT Transactions**

A Lombard Card can be used to carry out an EFT Transaction.

We may attach other services to the Lombard Card. Please contact us for details.

## **28. Electronic Funds Transfer Code of Conduct**

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

## **29. How to report loss, theft, or unauthorised use of the Lombard Card or PIN**

- (a) If you believe the Lombard Card has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during Business Hours or the LOST OR STOLEN CARD HOTLINE at any time on its emergency number detailed below. You must provide the following information when making

such notification to us or the LOST OR STOLEN CARD HOTLINE:

- (i) The Lombard Card number;
  - (ii) Any other personal information you are asked to provide to assist in identifying you and the Lombard Card.
- (b) We, or the LOST OR STOLEN CARD HOTLINE will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the LOST OR STOLEN CARD HOTLINE.
- (c) Once you have contacted the LOST OR STOLEN CARD HOTLINE, you should also notify us as soon as possible to confirm the loss or theft.
- (d) The LOST OR STOLEN CARD HOTLINE is available 24 hours a day, 7 days a week.
- (e) If the LOST OR STOLEN CARD HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during Business Hours. We will be liable for any losses arising because the LOMBARD CARD HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during Business Hours.

LOST OR STOLEN CARD HOTLINE

Australia wide toll free

1800 224 004

Sydney Metropolitan Area

9959 7480

From Overseas

+61 2 9959 7480

### **30. Signing the Lombard Card**

You agree to sign the Lombard Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Lombard Card.

### **31. Protecting the PIN**

- (a) Lombard will provide one PIN per Lombard Card that will enable the Lombard Card to be used with Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the Lombard Card.
- (b) You must not tell or show the PIN to another

person or allow it to be seen by another person, including your family and friends.

- (c) If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- (d) You must not record the PIN on the Lombard Card or keep a record of the PIN on anything which is kept with or near the Lombard Card.

### **32. Using the Lombard Card**

We will advise you from time to time:

- (a) What EFT Transactions may be performed using the Lombard Card; and
- (b) What EFT Terminals of other financial institutions may be used.

We do not warrant that Dealers or EFT Terminals displaying Lombard Card signs or promotional material will accept the Lombard Card. We do not accept any responsibility should a Dealer or EFT Terminal displaying "Redicard" signs or promotional material refuse to accept or honour the Lombard Card, or should a Dealer or a financial institution impose additional restrictions on the use of the Lombard Card.

### **33. Withdrawal and transaction limits**

- (a) You agree that the Lombard Card will NOT be used to exceed the unused portion of your credit limit.
- (b) If clause 33(a) is breached, we may:
- (i) Dishonour any payment instruction given; and
  - (ii) Charge you an administrative fee as advised to you from time to time.
- (c) The following daily transaction limits apply to the Card:
- cash advances - \$500
  - total EFT Transactions (including cash advances) - \$5000

We may vary the transaction limit from time to time and will advise you of such a change.

- (d) You acknowledge that third party organisations

including Dealers or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

### **34. Authorisations**

You acknowledge and agree that:

- (a) We have the right to deny authorisation for any EFT Transaction for any reason; and
- (b) We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

### **35. Your liability in case your Lombard Card is lost or stolen or in case of unauthorised use**

- (a) You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph (b) below apply.
- (b) You are not liable for losses:
  - (i) Where it is clear that you have not contributed to the loss;
  - (ii) That are caused by the fraudulent or negligent conduct of employees or agents of:
    - (A) Us;
    - (B) Any organisation involved in the provision of the EFT System; or
    - (C) Any Dealer; relating to a forged, faulty, expired or cancelled Lombard Card or PIN;
  - (iii) That are caused by the same transaction being incorrectly debited more than once to the same account;
  - (iv) Resulting from unauthorised use of the Lombard Card or PIN:
    - (A) In relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Lombard Card;
    - (B) In relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - (C) In either case, after notification to us or the LOST OR STOLEN CARD HOTLINE in accordance with clause 29 that the Lombard Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

- (c) You will be liable for any loss of funds arising from any unauthorized EFT Transaction using the Lombard Card or PIN if the loss occurs before notification to us or the LOST OR STOLEN CARD HOTLINE that the Lombard Card has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you contributed to the loss through:
- (i) Fraud, failure to look after and keep the PIN secure in accordance with clauses 31(b), (c) or (d), or extreme carelessness in failing to protect the security of the PIN; or
  - (ii) Unreasonably delaying in notifying us or the LOST OR STOLEN CARD HOTLINE of the misuse, loss or theft of the Lombard Card or of the PIN becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us or the LOST OR STOLEN CARD HOTLINE.
  - (iii) However, you will not be liable for:
    - (A) The portion of the loss that exceeds any applicable daily or periodic transaction limits on your Card Account;
    - (B) The portion of the loss on the Card Account which exceeds the balance of the Card Account; or
    - (C) All losses incurred on any account which you had not agreed with us could be accessed using the Lombard Card and PIN.
- (d) Where a PIN was required to perform the unauthorised EFT Transaction and clause 35(c) does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the Lombard Card, if the loss occurs before notification to us or the LOST OR STOLEN CARD HOTLINE that the Lombard Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (i) \$150;
  - (ii) the actual loss at the time of notification to us or the LOST OR STOLEN CARD HOTLINE of the misuse, loss or theft of the Lombard

Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Lombard Card or your Card Account); or

(iii) The balance of your Card Account.

(e) If, in cases not involving EFT Transactions, the Lombard Card and PIN are used without authority, you are liable for that use before notification to us or the LOST OR STOLEN CARD HOTLINE of the unauthorised use, up to your current daily withdrawal limit.

(f) Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

### **36. Steps you must take to resolve errors or disputed EFT Transactions**

(a) If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorized use or errors, you must immediately notify us. We are solely responsible for resolving your complaint. Later, but as soon as you can, you must give us the following information:

(i) Your name, Card Account number and Lombard Card number;

(ii) The error or the transaction you are unsure about;

(iii) A copy of the periodical statement in which the unauthorized transaction or error first appeared;

(iv) An explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and

(v) The dollar amount of the suspected error.

If your complaint concerns the authorisation of an EFT Transaction, we may ask you to provide further information.

(b) We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

(c) Within 21 Days of receipt from you of the details

of your complaint, we will:

- (i) Complete our investigations and advise you in writing of the results of our investigations; or
  - (ii) Advise you in writing that we require further time to complete our investigation. We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- (d) If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- (e) If we find that an error was made, we will make the appropriate adjustments to your Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- (f) When we advise you of the outcome of its investigation, we will notify you in writing of the reasons for our decision by reference to these Lombard Card Account Conditions of Use and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your Card Account. If you are not satisfied with our decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre:
- Finance Industry Complaints Service Limited  
PO Box 579,  
Collins Street West  
Melbourne Vic 8007  
ph: 1300 78 08 08  
email: [fics@fics.asn.au](mailto:fics@fics.asn.au)
- (g) If your complaint has not been determined within 120 Days of receipt of the details of your complaint, we will resolve the complaint in your favour.
- (h) If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Lombard Card or PIN, we will:
- (i) Give you copies of any documents or other evidence we relied upon; and

- (ii) Advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- (i) If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or the entire amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

### **37. Malfunction**

You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.

If an EFT Terminal malfunctions and you should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Card Account and refunding to you any charges or fees imposed on you as a result.

### **38. Transaction slips and receipts**

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales vouchers to assist in checking EFT Transactions against your statements.

### **39. Transaction and other fees**

- (a) We will advise you whether we charge a fee, and the amount of such fee, for:
  - Any transactions;
  - Issuing the Lombard Card or any replacement Lombard Card;
  - Using the Lombard Card;
  - Issuing the PIN or any additional or replacement PIN;
  - Using the PIN; or
  - Any other service provided in relation to the Lombard Card.
- (b) We will also advise you whether we will debit your Card Account with Government charges, duties or taxes arising out of an EFT Transaction.
- (c) The fees and charges payable in respect of the Lombard Card are set out in the Schedule.

### **40. Changes to Part B Conditions of Use**

- (a) We may change the Conditions of Use contained

in Part B from time to time.

- (b) We will notify you in writing at least 20 Days (or such longer period required by law) before we:
- Impose or increase any fees or charges relating solely to the use of the Lombard Card;
  - Increase your liability for losses relating to EFT Transactions; or
  - Impose, remove or adjust daily or other periodic transaction limits applying to the use of the Lombard Card, PIN, your Card Account or Electronic Equipment

Subject to any applicable legislation, we shall notify you of other changes to Part B of these Conditions of Use no later the day that the change takes effect by:

- a notice on or with your Card Account statement;
  - publishing a press advertisement; or
  - notices on EFT Terminals.
- (c) If you do not wish your daily transaction limit to be increased you should notify us.
- (d) We are not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.
- (e) When the Lombard Card is used after notification of any such changes, you accept those changes and your use of the Lombard Card shall be subject to those changes.

#### **41. Use after cancellation or expiry of the Lombard Card**

- (a) You must not use the Lombard Card:
- (i) Before the valid date or after the expiration date shown on the face of the Lombard Card; or
  - (ii) After the Lombard Card has been cancelled.
- (b) You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Card Account.

We may, at our discretion, issue you with a replacement Card if the current Card expires. The use of the replacement Card will be subject to this Card Account contract.

## **42. Privacy and Confidentiality**

We collect personal information about you for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute your instructions, where we reasonably consider it necessary for the provision of the Lombard Card or the administration of your Card Account, or if it is required by law.

You represent that, in supplying us with personal information about other Card Account holders, you have authority to do so and will inform them of the contents of this clause.

You may have access to the personal information we hold about you at any time by asking us.

For more details of how we handle personal information, you should refer to our Privacy Policy.

## INFORMATION STATEMENT

### **Things you should know about your proposed credit contract**

The 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 payout figure?**

You can write to your credit provider at any time and ask for a statement of the payout 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 written notice for:
  - A change in the way in which interest is calculated; or
  - 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 or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personnel injury insurance, mortgage indemnity insurance or insurance of 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 insure you have a written notice of the particulars of that insurance.

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

### **GENERAL**

#### **15. 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.

#### **16. 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 do this.

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

#### **17. 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.

#### **18. 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.**



## **DIRECT DEBIT REQUEST SERVICE AGREEMENT**

This agreement allows LOMBARD Finance Pty Ltd (user ID.No.232 275) (user ID.No.320 782) (“LOMBARD”) to debit amounts from your bank account (“nominated account”) as documented in your Direct Debit Request.

Before you complete the Direct Debit Request form you should check your nominated account details against a recent statement and you may need to check with your Financial Institution that direct debiting is available on your nominated account. All nominated account holders must sign the Direct Debit Request form. Debits will be in the amounts and at the frequency specified on the Direct Debit Request. Otherwise, the amounts debited by LOMBARD will be as per the repayment amounts that are specified in your Card Contract.

LOMBARD will notify you at least 14 calendar days prior to any change to this agreement.

You must contact your financial institution or LOMBARD on 1300 132 301 at least 3 business days before your next debit date if:

1. you intend on stopping a payment or cancelling the Direct Debit Request;
2. you wish to alter your bank account/credit card details;
3. you have changed financial institutions; or
4. you wish to delay an individual debit.

You should contact your financial institution or LOMBARD on 1300 132 301 if you have a complaint or dispute regarding the amount or timing of any

drawing made from your nominated account. LOMBARD will respond to your request within 7 days of receipt of your complaint.

If your due date falls on a weekend, Public Holiday in Sydney, or on the 29th, 30th or 31st of the month where such a day does not exist, then LOMBARD will process your debit on the next business day. If you are uncertain as to when your nominated account will be debited, contact your financial institution.

You should ensure that sufficient funds are available in your nominated account on the day the LOMBARD debits your nominated account.

When a payment is dishonoured by your financial institution, a dishonour fee and any taxes on these charges imposed by your financial institution will be charged to your Card Account.

LOMBARD will keep your bank account details confidential. However, we will disclose these details:

1. if you consent
2. where required for the purposes of conducting direct debits with your financial institution
3. if required by law, for example in the case of a court order
4. for the purposes of this agreement, for example to settle a dispute.

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