

# Lombard Visa Card

Terms and conditions

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## **LOMBARD VISA CARD ACCOUNT CONDITIONS OF USE**

Your contract comprises:

- these Lombard Visa Card Account Conditions of Use; and
- the Lombard Visa Card Product 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:

**Balance Transfer Transaction** means the transfer by us at your request of the total debit balance of a Lombard fixed loan account you have with us, to the Lombard Visa Card Account.

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

**Card Details** means the information provided on the Lombard Visa Card and includes, but is not limited to, the card number and expiry date.

**Cuscal** or **Card Issuer** means Cuscal Limited (ABN 95 087 822 455).

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

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

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

**Deferred Payment Interest Free Period** or **Deferred Payment IFP** means, in respect of an individual transaction on your Lombard Visa Card Account, a period stated by a Retail Partner, to be a Deferred Payment Interest Free Period that applies to 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 Visa 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 Visa Card and PIN but not requiring a manual signature, resulting in the debiting of the Lombard Visa Card Account.

**Electronic Equipment** means an EFT Terminal and other equipment including a computer, television and telephone.

**Interest Free Period** or **IFP** means, in respect of an individual transaction on your Lombard Visa Card Account, a period stated by a Retail Partner, to be an interest free period that applies to 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 Lombard Visa Credit Contract.

**Lombard Visa Card** means the Visa debit card issued to you by Cuscal.

**Lombard Visa Card Account** means the account we set up to record transactions under the Lombard Visa Card Contract. **Lombard Visa Card Contract** means the contract between you and us comprising these Lombard Visa Card Account Conditions of Use and the Schedule.

**Merchant** means a retailer or any other provider of goods or services.

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

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

**Schedule** means the Lombard Visa Card Product Schedule provided to you, which contains the financial table, and forms part of your Lombard Visa 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, in relation to a Voucher Transaction, the rate stated by a Retail Partner 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 a Voucher Transaction, an EFT Transaction or a Balance Transfer 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 Lombard Visa 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 Retail Partner in respect of which one of the following applies as stated by the Retail Partner 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 Lombard Visa 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 LOMBARD VISA CARD ACCOUNT**

### **1. The Lombard Visa Card Contract**

1.1 The Lombard Visa Card Contract comprises the terms set out in this document and the Schedule. The Lombard Visa Card Contract governs the use of the Lombard Visa Card and all transactions on the Lombard Visa Card Account.

1.2 By activating the Lombard Visa Card (in accordance with clause 26), you accept our offer for a Lombard Visa Card Contract and you will be bound by:

- these Lombard Visa Card Account Conditions of Use (both Parts A and B);
- the Schedule; 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.

You cannot transaction on your Lombard Visa Card Account until you have activated the Lombard Visa Card in accordance with clause 26.

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

2.1 A Lombard Visa 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 Lombard Visa Card Contract and open a Lombard Visa 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 Lombard Visa Card Account may be used for the following type of transactions:

- EFT Transactions using a Lombard Visa Card (see Part B);
- Voucher Transactions; and
- a Balance Transfer Transaction.

2.4 If we process a Balance Transfer Transaction we will automatically close the Lombard fixed loan account you have with us from which the balance transfer is made.

2.5 In order to complete a Voucher Transaction, we must consent to the transaction and you must provide us with your Lombard Visa Card Account number and sign the voucher receipt. No PIN is required for a Voucher Transaction.

2.6 In order to complete an EFT Transaction, you must request the transaction using your Lombard Visa Card and PIN and we must approve the transaction.

2.7 We will debit your Lombard Visa Card Account with the amount of each approved Voucher Transaction, EFT Transaction (including for a cash advance) and Balance Transfer Transaction. The amount of the transaction will be debited to your Lombard Visa Card Account on the date that we approve the transaction.

We will also debit your Lombard Visa Card Account with the amount of each fee or charge, each amount of interest and all other expenses that are payable by you under the Lombard Visa Card Contract. Each fee, charge or expense and each interest charge will be debited to your Lombard Visa 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 Lombard Visa Card Contract is set out in the Schedule, but is subject to any later variation in

accordance with clause 9.

Voucher Transactions may attract a Special Promotion Rate. If a Special Promotion Rate applies to a Voucher Transaction, the Special Promotion Rate is stated by a Retail Partner 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Visa Cards. Although you may seek to reduce your credit limit at any time, if you seek to reduce your credit limit below such a minimum, we may close, or ask you to close, the Lombard Visa Card Account.

4.6 We reserve the right not to credit the amount of a payment we receive from you (or for your Lombard Visa 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 Lombard Visa 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 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 Lombard Visa Card Account, will be debited to your Lombard Visa Card Account monthly, on the last day of a statement period.

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 Lombard Visa Card Contract, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Lombard Visa Card Account will be debited to your Lombard Visa Card Account at that time and will be payable by you as part of your final payment. Under this Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 either 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Account as soon as practicable. Certain repayment methods may attract a fee.

**Note!** The value of payments made to your Lombard Visa Card Account may not be credited to your Lombard Visa 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 Lombard Visa Card Account by the value of the dishonour, as at the date that the payment was credited, and a fee may be charged. We reserve the right not to credit the amount of a payment we receive from you (or for your Lombard Visa Card Account) until we receive the full value of that payment (for example when a cheque is cleared).

We may apply payments to any amounts debited to your Lombard Visa 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 Lombard Visa Card Contract and must do so when required by the Schedule or otherwise by the Lombard Visa Card Contract or us. We may debit the fees and charges to your Lombard Visa Card Account when they are payable and they will appear on the Lombard Visa Card Account statement.

If we incur or are liable for any government tax or other charge imposed by law in respect of the Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Contract and notification**

9.1 Subject to clause 4.4 and clause 45, we may change your Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Account statement is sent after the changes takes

effect.

9.4 Changes to Part B of the Lombard Visa Card Contract are governed by clause 45.

10. **We may adjust your Lombard Visa Card Account balances**

We may, subject to the Consumer Credit Code, adjust the balance in your Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Contract.

13. **Action on default**

We are entitled to give you a written notice requiring you to correct any default under this Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Contract. In addition, subject to the Consumer Credit Code, we may exercise our other rights under this Lombard Visa Card Contract, and any right available to us under law.

14. **Enforcement expenses**

Enforcement expenses may become payable under this Lombard Visa Card Contract in the event of your default. We may debit these expenses to your Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Account as follows:

- (a) if the cost relates to collection activities, we will debit your Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Contract.

16. **Notices**

Any notice or demand given by us under this Lombard Visa 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 Lombard Visa Card Contract**

This Lombard Visa Card Contract takes effect on the date that you accept our offer of a Lombard Visa 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 Lombard Visa Card Contract. This will not affect your rights or obligations under the Lombard Visa 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 Lombard Visa Card Contract and assess your total liabilities to us and any related entity.

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

The Lombard Visa Card Contract is subject to the laws of the State or Territory in which you ordinarily reside on the date you accept our offer. Where there is more than one borrower and you do not all ordinarily reside in the one State or Territory, the Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Account and all representations which you have made or may make to us whilst the Lombard Visa 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 Lombard Visa 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 Lombard Visa Card Account should not have a credit balance. However, if your Lombard Visa Card Account does have a credit balance, transactions on the Lombard Visa Card Account will firstly be applied to reduce your credit balance. We will not pay interest on the credit balance of your Lombard Visa Card Account.

24. **Closing the Lombard Visa Card Account**

24.1 You may close the Lombard Visa Card Account by:

- giving us notice in writing; and
- returning all Lombard Visa Cards (cut in half) or satisfying us that all Lombard Visa 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 Lombard Visa Card Account.

24.2 We may close your Lombard Visa 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 Visa 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 Visa Card):

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

24.5 If we cancel a Lombard Visa Card you may request a replacement Lombard Visa Card. However, we will not provide you with a replacement Lombard Visa 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 Retail Partner 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 VISA CARD**

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

### **Enquiries**

If you would like any further information about the Lombard Visa Card please contact 1300 132 301. You should follow the guidelines in the box below to protect against Unauthorised use of the Lombard Visa 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 Visa Card Account Conditions of Use and the Electronic Funds Transfer Code of Conduct.

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

- Sign the Lombard Visa Card as soon as you receive it;
- Keep the Lombard Visa Card in a safe place;
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;
- Never write the PIN on the Lombard Visa Card ;
- Never write the PIN on anything which is kept with or near the Lombard Visa Card ;
- Never lend the Lombard Visa Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the Lombard Visa Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or Unauthorised use of the Lombard Visa Card to the VISA Card Hotline on 1800 224 004;
- Keep a record of the Lombard Visa Card number and the VISA Card Hotline telephone number 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 Visa Card has been used without your authority; and
- Immediately notify us of any change of address.

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

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

In order to:

- use your Lombard Visa Card to transact on the Lombard Visa Card Account; or
  - conduct a Voucher Transaction,
- you must firstly activate your Lombard Visa Card.

You will need to activate your Lombard Visa Card by either:

- (a) calling us on the number we give you for that purpose; or
- (b) returning a completed Lombard Visa Card activation receipt that we provide to you with the Lombard Visa Card.
- (c) accessing our internet banking service and completing the activation process online.

The Lombard Visa Card always remains the property of the Card Issuer.

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

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

We may attach other services to the Lombard Visa 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. **Signing the Lombard Visa Card**

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

30. **Protecting the PIN**

(a) You will be issued with a PIN to use the Lombard Visa Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or Unauthorised use of the Lombard Visa 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 which 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 the VISA Card Hotline that the PIN has been misused or has become known to someone else.

(d) Do not record the PIN on the Lombard Visa Card or keep a record of the PIN on anything which is kept with or near the Lombard Visa Card

31. **Using the Lombard Visa Card**

You will be advised from time to time:

(a) what EFT Transactions may be performed using the Lombard Visa Card ; and

(b) what EFT Terminals of other financial institutions may be used.

Transactions will not necessarily be processed to your Lombard Visa Card Account on the same Day.

32. **Using the Lombard Visa Card outside Australia**

(a) The use of the Lombard Visa Card outside Australia must comply with any exchange control requirements.

(b) All EFT Transactions made outside Australia or in a foreign currency will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the “Central Processing Date” (that is, the date on which VISA International processes the transaction).

(c) All EFT Transactions made outside Australia or in a foreign currency are subject to a currency conversion fee equal to 2% of the value of the EFT Transaction. We will remit the amount of this fee that we debit to your Lombard Visa Card Account to the Card Issuer (being the principal member of VISA International). The amount of this currency conversion fee is subject to change from time to time and you will be advised in advance of any such change.

(d) Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

(e) Before travelling overseas, you should call us to obtain the VISA Card Hotline number for your country of destination. You should use the

VISA Card Hotline if any of the circumstances described in clause 39 apply.

- (f) You must comply with all applicable exchange control and tax laws governing the use of the Lombard Visa Card and you indemnify both us and the Card Issuer against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

33. **Withdrawal and transaction limits**

- (a) You agree that the Lombard Visa Card must not be used to exceed the unused portion of the credit limit on your Lombard Visa Card Account.
- (b) If clause 33(a) is breached, we may:
  - (i) dishonour any payment instruction given; and
  - (ii) charge you an "Over the limit" charge as advised to you from time to time.
- (c) We may impose either a permanent or temporary maximum limit on the total amount of cash or value you can obtain with the Lombard Visa Card.
- (d) You agree that we have no obligation to inform you of our intention to impose a temporary maximum transaction limit (for instance because the transactions appear to be suspicious or fraudulent).
- (e) Where we impose a permanent maximum limit on the total amount of cash or value you can obtain with the Lombard Visa Card we will inform you of that limit. The limit may operate for a period such as a daily transaction limit.
- (f) You acknowledge that third party organisations including Merchants or other financial institutions may impose their own restrictions on the amount of cash or value that you obtain with a Lombard Visa Card.

34. **Authorisations**

You acknowledge and agree that:

- (a) we or the Card Issuer can deny authorisation for any EFT Transaction for any reason; and
- (b) neither we nor the Card Issuer will 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. **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 and cash advance vouchers, to assist in checking EFT Transactions against your statements.

36. **Renewal of the Lombard Visa Card**

- (a) Unless you are in breach of this Lombard Visa Card Contract or, having regard to the security of the EFT System or individual accounts, we or the Card Issuer decide otherwise, you will be automatically provided with a replacement Lombard Visa Card before the expiry date of the current Lombard Visa Card.
- (b) If you do not wish to receive a replacement Lombard Visa Card you must notify us before the expiry date of your Lombard Visa Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Lombard Visa Card.

The use of a replacement Lombard Visa Card will be subject to this Lombard Visa Card Contract.

37. **Use after cancellation of expiry of the Lombard Visa Card**

- (a) You must not use the Lombard Visa Card:
  - (i) before the valid date or after the expiry date shown on the face of the Lombard Visa Card ; or

- (ii) after the Lombard Visa Card has been cancelled.
- (b) You will continue to be liable for any indebtedness incurred through such use whether or not you have closed your Lombard Visa Card Account.

38. **Your liability in case your Lombard Visa 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 or the Card Issuer;
    - (B) any organisation involved in the provision of the EFT System; or
    - (C) any Merchant;relating to a forged, faulty, expired or cancelled Lombard Visa Card or PIN;
  - (iii) that are caused by the same transaction being incorrectly debited more than once to the same account;
  - (iv) that would exceed the amount of your liability to us had we or the Card Issuer exercised our/its rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
  - (v) resulting from Unauthorised use of the Lombard Visa Card or PIN:
    - (A) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Lombard Visa 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 Lender in accordance with clause 39 that the Lombard Visa 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 Unauthorised EFT Transaction using the Lombard Visa Card or PIN if the loss occurs before notification to the VISA Card Hotline that the Lombard Visa Card has been misused, lost or stolen or the PIN has become known to someone else and if it is proved, 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 30(b), (c) and (d), or extreme carelessness in failing to protect the security of the PIN; or
  - (ii) unreasonably delaying in notifying the VISA Card Hotline of the misuse, loss or theft of the Lombard Visa 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 the VISA 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 Lombard



VISA CARD HOTLINE  
Australia wide toll free  
1800 224 004  
Sydney Metropolitan Area  
9959 7480

40. **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 Unauthorised use or errors, immediately notify us by calling us as soon as you can. You must give us the following information:
- (i) your name, Lombard Visa Card Account number and Lombard Visa Card number;
  - (ii) the error or the transaction you are unsure about;
  - (iii) a copy of the periodical statement in which the Unauthorised 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 a transaction, we may ask you to provide further information.  
Cuscal, as Card Issuer, is responsible for resolving your complaint.
- (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 investigation and advise you in writing of the results of its investigation; or
  - (ii) advise you in writing that it requires further time to complete its investigation.
- We will complete the 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, you will be advised of the reasons for the delay and we will 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 your complaint has not been resolved within 120 Days of receipt of the details of your complaint, we will resolve the complaint in your favour.
- (f) If we find that an error was made, we will make the appropriate adjustments to your Lombard Visa Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- (g) When we advise you of the outcome of the investigations, we will notify you in writing of the reasons for our decision by reference to these Lombard Visa Card Account Conditions of Use and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your Lombard Visa Card Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre, which is the Financial Ombudsman Service (FOS). FOS contact details are:

GPO Box 3  
Melbourne VIC 3001  
Toll Free Call: 1300 78 08 08  
Email: info@gos.org.au  
Website: www.fos.org.au

- (h) If we decide that you are liable for all or any part of a loss arising out of Unauthorised use of the Lombard Visa Card or PIN, we will:
- (i) give you copies of any documents or other evidence 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 all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

41. **Transaction and other fees**

- (a) You will be advised of any fees and charges payable in relation to the operation of the Lombard Visa Card including, without limitation, for:
- (i) any transactions;
  - (ii) issuing the Lombard Visa Card or any additional or replacement Lombard Visa Cards;
  - (iii) using the Lombard Visa Card ;
  - (iv) issuing the PIN or any additional or replacement PIN;
  - (v) using the PIN;
  - (vi) issuing account statements; or
  - (vii) any other service provided in relation to the Lombard Visa Card.
- (b) We will also advise you whether we will debit your Lombard Visa Card Account with Government charges, duties or taxes arising out of any EFT Transaction.
- (c) The fees and charges payable in respect of the Lombard Visa Card are set out in Schedule.

42. **Exclusions of warranties and representations**

- (a) Neither we nor the Card Issuer warrant that Merchants displaying VISA signs or promotional material will accept the Lombard Visa Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- (b) Neither we nor the Card Issuer accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the Lombard Visa Card. Neither we nor the Card Issuer warrant that EFT Terminals displaying VISA signs or promotional material will accept the Lombard Visa Card .
- (c) Neither we nor the Card Issuer shall be held responsible for any defects in the goods and services acquired by you through the use of the Lombard Visa Card . You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

43. **Malfunction**

- (a) You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- (b) 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 Lombard Visa Card

Account and refunding to you any charges or fees imposed on you as a result.

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

You represent that, in supplying us with personal information about other Lombard Visa Card 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 or the Card Issuer hold about you at any time by contacting us on 1300 132 301

Your personal information will be dealt with by us and the Card Issuer in compliance with the Privacy Act 1988 (Cth) and, relevantly, our privacy policy which can be found at <http://www.lombardfinance.com.au> and the Card Issuer's privacy policy which can be found at <http://www.cuscal.com/privacy-full.html>.

You expressly agree and authorise that;

- (a) The Card Issuer and we may, from time to time, exchange personal information as is necessary and relevant to the management of your Lombard Visa Card and the efficient operation of the Lombard Visa Card Account; and
- (b) The Card Issuer may seek personal information and other information related to your Lombard Visa Card Account directly from us.

45. **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 Visa 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 Visa Card, PIN, your Lombard Visa 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 Lombard Visa Card Account statement;
  - publishing a press advertisement; or
  - notices on EFT Terminals.
- (a) If you do not wish your daily transaction limit to be increased you should notify us.
  - (b) We are not obliged to give you advance notice if an immediate change to the Lombard Visa Card Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.

## 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;
- which ever 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 takeout 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 Lombard Visa 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 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 Lombard Visa 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.

Lombard Pty Ltd ABN 31 099 651 877  
Level 2, 504 Pacific Hwy  
St Leonards NSW 2065  
Ph (02) 9431 1600



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St Leonards NSW 2065