

**– Client Request Form - direct card - New, Cancellation and Replacement Requests –**  
(Please fax to 1300 551 532)

<p><b>Details for Borrower (1)</b></p> <p>Surname _____</p> <p>Given name(s) _____</p> <p>Date of birth _____</p> <p>Current address _____</p> <p>_____ Postcode _____</p> <p>Mailing address (if different to above) _____</p> <p>_____ Postcode _____</p> <p><b>Contact details</b></p> <p>Home: ( ) _____</p> <p>Work: ( ) _____</p> <p>Mobile: ( ) _____</p> <p>Email: _____</p>	<p><b>Details for Borrower (2)</b></p> <p>Surname _____</p> <p>Given name(s) _____</p> <p>Date of birth _____</p> <p>Current address _____</p> <p>_____ Postcode _____</p> <p>Mailing address (if different to above) _____</p> <p>_____ Postcode _____</p> <p><b>Contact details</b></p> <p>Home: ( ) _____</p> <p>Work: ( ) _____</p> <p>Mobile: ( ) _____</p> <p>Email: _____</p>
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**1. I would like to apply for a new direct card**

**Please link my card to the following loan facility:**

Borrower name (1) \_\_\_\_\_

Loan ID/Loan number \_\_\_\_\_

Loan facility amount \$ \_\_\_\_\_

Borrower name (2) \_\_\_\_\_

Loan ID/Loan number \_\_\_\_\_

Loan facility amount \$ \_\_\_\_\_

You may request us to issue a direct card on your loan facility by ticking the box above.  
 You can use a direct card to draw available credit on your linked loan facility or to redraw (if redraw is available) additional payments on your linked loan facility.  
 If you request us to issue a direct card:

- a section 21 reference must be completed by an acceptable referee for each borrower and returned to us. The classes of acceptable referees are on the section 21 reference in this Application form;
- card use is governed by the direct card conditions we give you before you use the card. If you do not agree with the conditions, please cut the card in two and return the pieces to us;
- if there is more than one of you, we will issue a direct card to each of you and you authorise us to act on the instructions of any of you to draw credit or make a redraw from your linked loan facility.

**2. I would like to apply for a replacement direct card and direct card PIN**

Card number 

5	8	4	0	0	2
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0	0	5
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Reason \_\_\_\_\_

**3. I would like to cancel my direct card**

Card number 

5	8	4	0	0	2
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0	0	5
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**4. Please change the loan facility my direct card is linked to**

Borrower name (1) \_\_\_\_\_

Loan ID/Loan number \_\_\_\_\_

Loan facility amount \$ \_\_\_\_\_

Borrower name (2) \_\_\_\_\_

Loan ID/Loan number \_\_\_\_\_

Loan facility amount \$ \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

*\* Prior to processing this request we require all borrowers to sign this form.*

**Important!** • Fees may apply to this request. Please refer to the direct card Conditions of Use.

**Identification Record for a Signatory to an Account**

**‘Reference from an Acceptable Referee’ (s.21)**

This form must be signed by an ‘acceptable referee’.  
 Additional signatories to an account must each complete separate ‘Acceptable Referee’ (s.21) forms.  
 See overleaf for guidance notes before completing the form.

**Part A: Details of Signatory**

**1. Name of Signatory**  
 Surname  
 Given Names

**2. Account name/title (name(s) the account is to be held in)**

**3. Account number (if unknown leave blank)**

**4. Signature**  
 (To be signed in the presence of the referee)

**Part B: Documents Examined by Referee**

**5. Primary Identification Document** – Birth Certificate, citizenship certificate, or international travel document (e.g. passport)  
 Type of Document  
 Name on Document  
 Date of Birth  
 Date of Issue  
 Office of Issue\*  
 \* For a travel document, show country of issue

**6. Secondary Identification Document**  
 Name on Document  
 Date of Birth  
 Address  
 State Postcode  
 Type of Document  
 Document Number  
 Issued By  
 Date of Issue  
 Date of Expiry

**Part C: Details of Acceptable Referee**

**7. Name of Acceptable Referee**  
 Surname  
 Given Names

**8. Occupation**

**9. Address**  
 State Postcode

10. Category of Referee (see list overleaf)

**Part D: Statement by Acceptable Referee**

11. I have known the signatory for a period of (minimum 12 months):

12. The signatory has been commonly known to me by the name shown in Part A for a period of:

13. I have examined the identification documents whose details are shown in Part B, consisting of (tick one):  
 A primary document in the name shown in Part A  
 A secondary document in the name shown in Part A, plus a primary document in a former name  
 Only a secondary document in the name shown in Part A

14. Where the name on the primary identification document differs from the name used by the signatory in relation to the account, the explanation given by the signatory is:

15. Where only a secondary identification document is examined, the explanation given by the signatory as to why a primary identification document was not produced, is:

16. The signatory signed the identification reference in my presence.  
 17. Signature of the Acceptable Referee  
 Date

# Notes of Guidance for Acceptable Referees

An Identification Reference must be signed in the presence of an Acceptable Referee.

An Identification Reference is to be provided for each signatory to an account and comprises a written and signed reference by a person within a specified class of Acceptable Referees, declared by the Minister by Notice in the Gazette on 6 November 2002 in GN 44 (see list below).

The reference must set out the name used by the signatory in relation to the account and must state that:

- The referee has known the signatory for the period specified in the reference (being a period of at least 12 months);
- During the whole of that period, or for so much of that period as is specified in the reference, the signatory has been commonly known by that name; and
- The referee has examined:
  - a specified primary identification document for the signatory in that name; or
  - a specified secondary identification document for the signatory in that name and a specified primary identification document for the signatory in a former name of the person; or
  - only a specified secondary identification document for the signatory in that name.

**Warning:** It is an offence under section 21 of the *Financial Transaction Reports Act 1988* to make a false or misleading statement.

**Primary Identification Documents are:**

- birth certificate;
- citizenship certificate;
- international travel document:
  - current passport;
  - expired passport which has not been cancelled and was current within the preceding 2 years;
  - other document of identity having the same characteristics as a passport (e.g. this may include some diplomatic documents and some documents issued to refugees).

**Secondary Identification Documents** are documents (other than a primary identification document) which establish the identity of the signatory. For example:

- current Australian driver's licence (with photograph);
- Bank Credit/Debit/ATM Card – only one per Financial Institution;
- Statement of Account from Financial Institution – must be held for a minimum of 12 months;
- Utility Bills (e.g. electricity, gas and water);
- Rates Notice;
- Certificate of Title;
- Social Security/Pension Card;
- Medicare Card;

## Categories of Acceptable Referees

1. A member of:
  - (a) the Institute of Chartered Accountants in Australia; or
  - (b) the Australian Society of Certified Practising Accountants; or
  - (c) the National Institute of Accountants.
2. A member of a municipal, city, town, district or shire council of a State or Territory.
3. An employee of a financial institution who is authorised by the financial institution to open accounts with the institution.
4. An agent of a financial institution who is authorised by the financial institution to open accounts with the institution.
5. A full-time employee of:
  - (a) a financial institution (other than an employee mentioned in item 3); or
  - (b) a corporation that is a registered corporation within the meaning of the *Financial Corporations Act 1974*; who has been employed continuously for at least 5 years by one or more financial bodies.
6. An employee of a bank carrying on business outside Australia:
  - (a) that does not have an authority under section 9 of the Banking Act 1959; and
  - (b) that is engaged in a transaction with a cash dealer; who is authorised by the bank to open accounts with the bank.
7. A full-time employee of a company carrying on insurance business who has been employed continuously for at least 5 years by one or more companies of that type.
8. A legal practitioner (however described) of a Federal, State or Territory court.
9. A registrar, clerk, sheriff or bailiff of a Federal, State or Territory court.
10. An officer within the meaning of the *Defence Act 1903*.
11. An individual registered or licensed as:
  - (a) a dentist; or
  - (b) a medical practitioner; or
  - (c) a pharmacist; or
  - (d) a veterinary surgeon; under a law of a State or Territory providing for that registration or licensing.
12. An individual who holds the position of nursing sister and is registered as a nurse under a law of a State or Territory providing for that registration.
13. A diplomatic or consular officer of an Australian Embassy, High Commission or Consulate, in Australia or overseas.
14. A holder of an office established by a law of the Commonwealth, a State or Territory in respect of which annual salary is payable, other than an office mentioned in item 15.
15. A judge or master of a Federal, State or Territory court.
16. A stipendiary magistrate of the Commonwealth or of a State or Territory.
17. A justice of the peace of a State or Territory.
18. A member of the Parliament or a State Parliament.
19. A member of the Legislative Assembly of the Australian Capital Territory, the Northern Territory or Norfolk Island.
20. A minister of religion within the meaning of the *Marriage Act 1961* who is registered under Division 1 of Part IV of that Act.
21. A notary public.
22. A member of the Australian Federal Police, or of the police force of a State or Territory, who, in the normal course of his or her duties, is in charge of a police station.
23. A member of the Australian Federal Police, or of the police force of a State or Territory, of or above the rank of sergeant.
24. A manager of a post office.
25. An individual employed as an officer or employee by one or more of the following:
  - (a) The Commonwealth, a State or Territory; or
  - (b) an authority of the Commonwealth, a State or Territory; or
  - (c) a local government body of a State or Territory; who has been so employed continuously for a period of at least 5 years, whether or not the individual was employed for part of that period as an officer and for part as an employee.
26. An individual employed as a full-time teacher or as a principal at one or more of the following educational institutions:
  - (a) a primary or secondary school forming part of the education system in State or Territory; or
  - (b) an institution listed in section 4 or paragraphs 34(4)(b)-(j) (inclusive) of the *Higher Education Funding Act 1988*; who has been so employed continuously for a period of at least 5 years.
27. An individual who, in relation to an Aboriginal community:
  - (a) is recognised by the members of the community to be a community elder; or
  - (b) if there is an elected Aboriginal council that represents the community - is an elected member of the council.
28. An individual who is an agent of a totalisator agency board if:
  - (a) the individual conducts an agency of the totalisator agency board at particular premises; and
  - (b) that agency is not ancillary to any other business conducted at those premises.
29. A commissioner for oaths of a State or Territory.
30. An individual who is registered as a tax agent under part VIIA of the *Income Tax Assessment Act 1936*.
31. A member of the Chartered Institute of Company Secretaries in Australia Limited.
32. A member or fellow of the Association of Taxation and Management Accountants.
33. A member of the Institution of Engineers, Australia, other than a member with the grade of student.
34. A fellow member of the National Tax and Accountants' Association Limited.
35. The holder, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001* who has known another person for at least 12 months is an acceptable referee in respect of the other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the FTR Act.
36. The holder of, or an authorised representative / proper authority holder of, a licence under sections 780, 781 or 913B of the *Corporations Act 2001*, who has complied with the requirements of section 912A of that Act and Australian Securities and Investments Commission Policy Statement 122 in relation to another person is an acceptable referee in respect of that other person for the purposes of the definition of 'acceptable referee' in subsection 3(1) of the FTR Act. (In this situation there is no requirement for an existing 12 month relationship).

## **direct card Conditions of Use**

Please see the Glossary at the end of these Conditions of Use for the meaning of words used in the conditions.

Challenger (Your Card Issuer) is the issuer of *direct cards* as our agent. If You request Your Card Issuer to arrange to issue a *direct card* to You, You agree that these Conditions of Use apply to You and that the conditions of your Loan are varied to incorporate these Conditions of Use.

### **(1) Safeguarding your Linked Facility Account**

We ask You to remember the following points to safeguard your Linked Facility Account:

- (a) Sign your *direct card* immediately when You receive it;
- (b) Memorise your *direct card* PIN and destroy your PIN mailer;
- (c) Notify Your Card Issuer if your PIN mailer has been previously opened or it is not intact when You receive it;
- (d) Never write your *direct card* PIN on your *direct card*;
- (e) Never give or lend your *direct card* to anyone;
- (f) Never tell anyone your *direct card* PIN;
- (g) Try to prevent anyone seeing You enter your *direct card* PIN into an Electronic Banking Terminal;
- (h) Never leave your *direct card* unattended e.g. in your car or at work;
- (i) Immediately report the loss, theft or unauthorised use of your *direct card* or if You suspect your *direct card* PIN is known by someone else to the **24 hr emergency hot line on free call 1800 224 004 (free call Australia wide) or 9959 7480 (Sydney Metropolitan Area)**;
- (j) Keep a record of the *direct card* 24 hr emergency hot line telephone number with your usual list of emergency telephone numbers;
- (k) Examine your Linked Facility Account statement as soon as You receive it to identify and report, as soon as possible, any instances of *direct card* unauthorised use to the 24 hr emergency hot line; and
- (l) For security reasons, on the expiry date destroy your *direct card* by cutting it in half through the magnetic stripe and embossed card number.

### **(2) Introduction**

- (a) *direct card* is available to Australian residents only. It is not available on a loan facility secured by vacant land or while a fixed rate or construction provisions apply to the loan facility. Otherwise, a *direct card* can be linked to a Premium, Premium Deluxe or Line of Credit loan facility.
- (b) These Conditions of Use apply to *direct cards* when used in conjunction with a *direct card* PIN in an Electronic Banking Terminal. They will also apply if You use your *direct card* without a *direct card* PIN. If your *direct card* is used without a *direct card* PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by You.
- (c) Other services may be attached to a *direct card*. You will be given notice in writing as any other services become available.
- (d) In accepting a *direct card* from Us, You acknowledge that You have read and understand these Conditions of Use and are obliged to comply with them.

### **(3) Signing your *direct card***

You agree to sign your *direct card* as soon as You receive it and before using it, as a means of preventing unauthorised use. Your *direct card* is valid only if it has been signed by You and if it is used before the expiry date.

### **(4) Personal Identification Number (*direct card* PIN) Secrecy**

You agree that:

- (a) You will not record your *direct card* PIN on your *direct card* or on anything with or near your *direct card*;
- (b) You will not tell anyone your *direct card* PIN or let anyone see it;

- (c) You will try to prevent anyone else seeing you enter your *direct card* PIN into an Electronic Banking Terminal; and
- (d) If You think that your *direct card* PIN has become known to someone else, You will notify the 24 hr emergency hot line immediately.

**(5) Reporting the loss or theft of your *direct card***

- (a) If you believe your *direct card* or *direct card* PIN record has been lost or stolen, or your *direct card* PIN has become known to someone else, You should IMMEDIATELY report this:  
Contact the Australia wide **24 hr emergency hot line free call number 1800 224 004** or **9959 7480** (Sydney Metropolitan Area).  
If the loss or theft occurs OUTSIDE AUSTRALIA, You must call the **24 Hr emergency hot line** from overseas on +61 2 9959 7480.
- (b) If you call the 24 hr emergency hot line You will be given a reference number which You should retain as evidence of the date and time of your report.
- (c) If the 24 hr emergency hot line is not operating when You try to use it for notification purposes, You will not be liable for any losses occurring due to non-notification, but only if You contact the 24 hr emergency hot line within a reasonable time after it becomes operative.

**(6) Using your *direct card***

- (a) You may only use your *direct card* to request advances or redraws on a Linked Facility Account, in accordance with the terms and conditions of your Loan, or to make Available Credit Balance enquiries. Your Linked Facility Account is a credit facility.
- (b) You may use your *direct card* to:
  - (i) request advances or cash redraws on your Linked Facility Account by cash withdrawals at ATMs in Australia or at overseas ATMs that accept Visa Plus cards or at merchants in Australia that have EFTPOS facilities and allow for cash withdrawals by use of a *debit card*;
  - (ii) purchase goods and services from merchants in Australia that have EFTPOS facilities that accept *direct card*. The value of the purchase will be treated as a drawing or a redraw on your Linked Facility Account.
- (c) We do not, and Your Card Issuer does not, warrant or accept any responsibility if an Electronic Banking Terminal does not accept your *direct card*.
- (d) You irrevocably authorise Us to debit your Linked Facility Account with the value of all transactions carried out using your *direct card* including, without limitation, those carried out at Electronic Banking Terminals and all sales and cash withdrawals.
- (e) If You request a *direct card* and Your Linked Facility Account is in the name of more than one person:
  - (i) each person is authorised to operate on the Linked Facility Account for any purpose. At any time, the *direct cards* issued on your Linked Facility Account may be cancelled (see condition 10) and We may require all of those persons to authorise operations on the account; and
  - (ii) the liability of those persons under these Conditions of Use will be joint and several for transactions carried out on the account.
- (f) *direct card* transactions will not necessarily be processed to your Linked Facility Account on the same day they occur. You will continue to be liable for the value of any withdrawal or debit transaction occurring after You have closed your Linked Facility Account. You must not use your *direct card* for any unlawful purpose, including the purchase of goods or services prohibited by local law applying in your jurisdiction.
- (g) If You use your *direct card* to make a foreign currency transaction on your Linked Facility Account, the transaction will be converted by Visa International into Australian currency using:
  - (i) a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
  - (ii) a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

- (h) Fees apply to each foreign currency transaction made with a *direct card* on your Linked Facility Account. Please refer to the schedule of fees and charges at the end of these Conditions of Use.
- (i) Also, You may be charged a surcharge for using your *direct card* at an Electronic Banking Terminal overseas. 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 transaction amount.
- (j) You should contact your Mortgage Manager if you require any general details relating to your *direct card*.

## **(7) Transaction Limits**

- (a) You agree that You will NOT use your *direct card* to exceed the Available Credit Balance on your Linked Facility Account. If You make any *direct card* transaction that exceeds that Available Credit Balance, You are in default of the terms and conditions of your Loan and You must repay the excess immediately without demand from Us.
- (b) You can use your *direct card* to enquire about the Available Credit Balance on your Linked Facility Account as at the time of the enquiry. Your Available Credit Balance is likely to change from time to time. We may charge You a fee for an Available Credit Balance Enquiry by use of your *direct card*. Please refer to the schedule of fees and charges at the end of these Conditions of Use.
- (c) We may set limits on the minimum and maximum amounts that You may draw or redraw from your Linked Facility Account on any one day through an Electronic Banking Terminal. At the date we gave these Conditions of Use to You, the limit on the sum of all *direct card* transactions in a day is \$1000.  
On some occasions, We may apply a lesser transaction limit.
- (d) Generally, the minimum amount of cash you can obtain from ATMs in Australia is \$20.
- (e) In addition, ATM providers and merchants offering EFTPOS facilities may impose other conditions and limits on the use of those facilities.

## **(8) Authorisations**

You:

- (a) acknowledge that We may refuse to authorise any *direct card* transaction for any reason; and
- (b) agree that We will not be liable to You or anyone else for any loss or damage that You or anyone else suffer as a result of a refusal by Us to authorise any transaction.

## **(9) Renewal of your *direct card***

- (a) A replacement *direct card* will be forwarded to You before the expiry date of your current *direct card*.
- (b) If You do not require a replacement *direct card*, You must notify Your Card Issuer before the expiration date of your current *direct card*. You must give Your Card Issuer reasonable time to arrange cancellation or the issue of a replacement *direct card*.

## **(10) Cancellation and return of your *direct card***

- (a) The *direct card* always remains Your Card Issuer's property.
- (b) We or Your Card Issuer may cancel your *direct card* and demand its return at any time.
- (c) Without limiting the circumstances in which your *direct card* may be cancelled, We or Your Card Issuer may do so:
  - (i) for security reasons; or
  - (ii) if you breach these Conditions of Use or the terms and conditions of your Loan; or
  - (iii) if your *direct card* is captured at any Electronic Banking Terminal.
- (d) You may cancel your *direct card* at any time by giving Your Card Issuer written notice. Cancellation of a *direct card* may not be effective until the card is returned to Your Card Issuer.
- (e) You must return your *direct card* to Your Card Issuer when:
  - (i) You are notified that your *direct card* has been cancelled;
  - (ii) You close your Linked Facility Account;

- (iii) You cancel your direct card;
- (iv) You alter the authorities governing the use of your Linked Facility Account unless We agree, or Your Card Issuer agrees, otherwise; or
- (v) We request, or your Card Issuer requests, that it be returned for any other reason.

**(11) Conditions after cancellation or expiry of your *direct card***

- (a) You must not use your *direct card*:
  - (i) after the expiry shown on the face of the direct card; or
  - (ii) after the direct card has been cancelled.
- (b) You will be liable to pay for any indebtedness incurred through using your *direct card* whether or not You have closed your Linked Facility Account.

**(12) Your liability for losses due to unauthorised use**

- (a) You are not liable for any unauthorised use of your *direct card*:
  - (i) before you actually receive your direct card and direct card PIN and acknowledge receipt of your direct card and direct card PIN in accordance with the directions You receive with your direct card and direct card PIN;
  - (ii) after You report that your direct card is lost or stolen or your direct card PIN security is breached to the 24 hr emergency hot line in accordance with condition 5; or
  - (iii) if You did not contribute to any unauthorised use of your direct card.
- (b) For the purpose of condition 12(a)(iii), You will be taken to have contributed to any loss caused by unauthorised use of your *direct card* if You:
  - (i) voluntarily disclose your direct card PIN to anyone, including a family member or friend;
  - (ii) voluntarily allow someone else to observe You entering your direct card PIN into an Electronic Banking Terminal;
  - (iii) write or indicate your direct card PIN on your direct card;
  - (iv) write or indicate your direct card PIN (without making any reasonable attempt to disguise the direct card PIN) on any article carried with your direct card or likely to be lost or stolen at the same time as your direct card;
  - (v) allow anyone else to use your direct card; or
  - (vi) unreasonably delay notifying the 24 hr emergency hot line of:
    - your *direct card* or *direct card* PIN record being lost or stolen;
    - unauthorised use of your *direct card*; or
    - the fact that someone else knows your *direct card* PIN.
- (c) If You are taken to have contributed to the unauthorised use of your *direct card* under condition 12(b), your liability will be the lesser of:
  - (i) the actual loss;
  - (ii) the Available Credit Balance; or
  - (iii) an amount calculated by adding the actual losses incurred for each day, up to the current daily transaction limit for the Linked Facility Account on which unauthorised use occurred before You reported the loss, theft or unauthorised use of your direct card or that your direct card PIN security was breached to the 24 hr emergency hot line, up to and including the day You make your report.

- (d) In determining liability under condition 12(c)(iii):
  - (i) where your direct card has been lost or stolen or your direct card PIN security has been breached, the number of days will be calculated by reference to the day when You should reasonably have become aware that your direct card was lost or stolen or your direct card PIN security was breached; and
  - (ii) the current daily transaction limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (e) Where your *direct card* PIN was required to perform the unauthorised transaction and it is unclear whether or not You contributed to any loss caused by the unauthorised use of your *direct card*, your liability will be the lesser of:
  - (i) \$150;
  - (ii) your Available Credit Balance; or
  - (iii) the actual loss at the time You notify the 24 hr emergency hot line of the loss or theft of your direct card in accordance with condition 5.
- (f) In determining your liability under this condition 12:
  - (i) Your Card Issuer will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
  - (ii) the fact that your Linked Facility Account is accessed with the correct direct card PIN, while significant, is not of itself conclusive evidence that You have contributed to the loss.
- (g) Your liability for losses occurring as a result of unauthorised use of your *direct card* and your *direct card* PIN will be determined in accordance with the rules in this condition 12. The guidelines set out in condition 1 to safeguard your Linked Facility Account, are the minimum suggested security measures You should take.
- (h) Where your *direct card* PIN was not required to perform the unauthorised transaction and it is unclear whether or not You contributed to any loss caused by the unauthorised use of your *direct card*, your liability for that loss will be the lesser of:
  - (i) your Available Credit Balance; or
  - (ii) the actual loss at the time You notify the 24 hr emergency hot line of the loss or theft of your direct card as explained in condition 5.

**(13) Resolving errors on Linked Facility Account statements**

- (a) If You believe a transaction is wrong or unauthorised or your Linked Facility Account statement contains any instances of unauthorised use or errors, You must immediately notify the 24 hr emergency hot line as explained in Condition 5. Also, You will be requested to provide Your Card Issuer with the following:
  - (i) your name and address, Linked Facility Account number and direct card number;
  - (ii) details of the transaction You consider is wrong or unauthorised;
  - (iii) a copy of the account statement in which the unauthorised transaction or error first appeared;
  - (iv) whether your direct card was signed and your direct card PIN was secure; and
  - (v) the dollar amount of the transaction and an explanation as to why You believe it is an unauthorised transaction or an error.
- (b) If your complaint cannot be settled immediately to your satisfaction, Your Card Issuer will advise You of the procedures for further investigation and resolution and may request further relevant details from You.
- (c) Within 21 days of receiving these further relevant details from You, Your Card Issuer will:
  - (i) advise You in writing of the results of its investigation; or
  - (ii) advise You in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

- (d) Where an investigation continues beyond 45 days, You will be advised of the reasons for the delay and provided with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Your Card Issuer is waiting for a response from You and You have been advised that it requires such a response. If Your Card Issuer finds that an error was made, it will arrange for Us to make the appropriate adjustments to your Linked Facility Account including interest and charges (if any) and will advise You in writing of the amount of the adjustment.
- (e) If:
  - (i) Your Card Issuer is a party to an industry dispute resolution scheme; and
  - (ii) that scheme provides a matter can be heard under the scheme if it does not give a final decision on the matter within a specified time,it will advise You in writing about the option of taking the matter to the scheme within five business days after the specified time period expires.
- (f) When Your Card Issuer advises You of the outcome of its investigation, it will:
  - (i) give You reasons, in writing, for its decision by reference to these Conditions of Use;
  - (ii) advise You of any adjustments it has arranged for Us to make to your Linked Facility Account; and
  - (iii) advise You in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts) if You are not satisfied with its decision.
- (g) If Your Card Issuer decides that You are liable for all or any part of a loss arising out of unauthorised use of your *direct card*, it will:
  - (i) give You copies of any documents or other evidence on which it relied; and
  - (ii) advise You whether or not there was any system or equipment malfunction at the time You complained of the transaction.
- (h) If Your Card Issuer fails to carry out these procedures or causes unreasonable delay, it will be liable for a part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

#### **(14) Malfunction**

Other than to correct the error in your Linked Facility Account and the refund of any charges or fees charged to You as a result, neither Us nor Your Card Issuer will be liable for any loss caused by an Electronic Banking Terminal malfunctioning if You were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

#### **(15) Statements and Receipts**

- (a) A transaction record slip will be available for each financial transaction carried out with your *direct card* at an Electronic Banking Terminal, unless You indicate that a receipt is not required.
- (b) You should obtain, check and retain all transaction record slips issued to You for checking against your Linked Facility Account statements.
- (c) You may request a copy of an account statement at any time by using StarNet or StarCall or by contacting your Mortgage Manager.

#### **(16) Fees and Charges**

We may charge You fees and charges relating to any use of a *direct card* or fees and charges for issuing new or replacement cards. You irrevocably authorise Us to debit your Linked Facility Account with those fees and charges. The current fees and charges are in a Schedule at the end of these Conditions of Use. You may contact your Mortgage Manager for the most up to date fees and charges.

#### **(17) Government Fees and Charges**

We may pass on to You any fees, charges, duties and taxes, relating to your use of a *direct card* and that are imposed on Us or Your Card Issuer by a government or by any regulatory authority. You irrevocably authorise Us to debit your Linked Facility Account with those fees, charges, duties and taxes.

**(18) Changes to Conditions of Use**

- (a) These Conditions of Use may be varied, new fees and charges may be introduced and fees and charges that apply to your *direct card* may be varied.
- (b) You will be notified in writing at least 20 days before the date the change takes effect if the change will:
  - (i) impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement direct cards;
  - (ii) increase your liability for unauthorised direct card use; or
  - (iii) adjust daily transaction limits.
- (c) You may be notified of other changes either through:
  - (i) notices on, or sent with, account statements;
  - (ii) notices on Electronic Banking Terminals; or
  - (iii) press advertisements.
- (d) Written notice will not be given of a variation that is required by an immediate need to restore or maintain the security of systems or your Linked Facility Account.

**(19) Dealing with your *direct card***

You must not:

- (a) seek to change the encoding or encryption of your *direct card* in any way; or
- (b) affix anything to, modify or otherwise interfere with your *direct card* unless We direct, or Your Card Issuer directs, You by notice in writing to do so.

**(20) Other General Conditions**

These Conditions of Use govern *direct card* access to your Linked Facility Account. Each transaction on your Linked Facility Account is also governed by the terms and conditions of your Loan to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms and conditions of your Loan, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation or any Code of Conduct.

**Glossary of Terms**

In these Conditions of Use:

“**ATM**” means automated teller machine.

“**Available Credit Balance**” means in respect of a Linked Facility Account which is a Premium or Premium Deluxe Loan account, the difference between:

- (a) the actual balance of that account less any uncleared balance; and
- (b) the notional balance of that account calculated by Us assuming that the Loan had been drawn down in full on the commencement of the Loan and all payments of principal, interest and other fees and charges had been paid in accordance with the offer for your Loan with no additional repayments,

provided that the debit balance referred to in paragraph (a) is less than the debit balance calculated in accordance with paragraph (b).

In respect of a Linked Facility Account which is a Line of Credit facility, the Available Credit Balance means the difference between your current facility limit and the current balance of your facility less any uncleared balance.

Your Available Credit Balance is ascertainable by telephoning your Mortgage Manager or via StarNet or StarCall.

“**Business Day**” means any day that is not a Saturday or a Sunday on which banks are open for general business in Melbourne, Victoria.

“**Challenger**” means Challenger Mortgage Management Pty Ltd ACN 087 271 109, the Lender’s manager of the Loan or any successor or assign.

“**Code of Conduct**” means any code of conduct to which We or Your Card Issuer subscribe.

“**direct card**” means a plastic *direct card* issued by Us to enable electronic access to your Linked Facility Account.

“**direct card PIN**” means your secret personal identification number relating to your *direct card*.

“**EFT System**” means the electronic system linking Electronic Banking Terminals and which enables electronic transactions to be undertaken using a *direct card* and *direct card PIN*.

“**EFTPOS**” means electronic funds transfer at point of sale.

“**Electronic Banking Terminal**” means an ATM or EFTPOS device.

“**Linked Facility Account**” means the loan facility account that You have with Us to which You may gain access by use of your *direct card*.

“**Loan**” means the loan that is made available to you on your Linked Facility Account.

“**Mortgage Manager**” means your Mortgage Manager as identified in the offer for your Loan.

“**We**” or “**Us**” means Perpetual Trustees Victoria Limited ABN 47 004 027 258 of Level 28, 360 Collins Street, Melbourne as trustee of the Challenger MBS Program and the lender in relation to the Linked Facility Account and “**Our**” has a corresponding meaning.

“**You**” means the person or persons to whom a *direct card* is issued under these Conditions of Use and “**Your**” has a corresponding meaning.

“**Your Card Issuer**” means Challenger.

### **Fees and Charges Schedule**

EFTPOS transaction fee – for any EFTPOS transaction by use of a <i>direct card</i> within Australia	\$0.60
ATM withdrawal transaction fee – for any ATM withdrawal transaction by use of a <i>direct card</i> within Australia	\$1.50
ATM enquiry fee – for any Available Credit Balance enquiry at any ATM by use of a <i>direct card</i> within Australia	\$1.50
Overseas cash withdrawal fee# – for any withdrawal of cash by use of a <i>direct card</i> outside Australia	\$4.00
Foreign currency conversion fee# – on any transaction in a foreign currency by use of a <i>direct card</i>	2% of the transaction amount
Card replacement fee# – for replacing a <i>direct card</i> within Australia	\$15.00
Overseas card replacement fee# – for replacing a <i>direct card</i> outside Australia	\$52.00

**In addition, Government taxes may be payable in respect of *direct card* transactions.**

#### **Free transactions**

Please refer to the offer We made to You for your Loan for details of the monthly free transaction allowance for your Linked Facility Account. Transactions marked # cannot be free transactions.

**The Lender may debit any fees and charges to your Linked Facility Account on the day they are incurred in which case they will thereafter incur interest. Unless otherwise stated, fees and charges debited to your Linked Facility Account are payable on demand.**