

# Advantage Debit Card - New, Cancellation and Replacement Requests Please email completed form to enquiries@loanave.com.au or Fax 08 8357 0922

Details for Borrower (1)	Details for Borrower (2)	
Surname	Surname	
Given name(s)	Given name(s)	
Date of birth	Date of birth	
Current address	Current address	
Mailing address (if different to above)	Mailing address (if different to above) Postcode	
Postcode Contact details	Postcode Contact details	
	Home: ( )	
Work: ( )	Work: ( )	
Mobile:	Mobile:	
Email:	Email:	
1. I would like to apply for a new direct card		
Please link my card to the following loan facility:		
Borrower name (1)	Borrower name (2)	
Loan ID/Loan number	Loan ID/Loan number	
Loan facility amount \$	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 you must have completed a 100 Point Identification Check to our satisfaction. Please note: 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		
2. I would like to apply for a replacement direct card and direct card PIN		
Card number		
Reason		
3. I would like to cancel my direct card		
Card number		
4. Please change the loan facility my direct card is linked to		
Borrower name (1)	Borrower name (2)	
Loan ID/Loan number	Loan ID/Loan number	
Loan facility amount \$	Loan facility amount \$	
Signature	Signature	
Print name	Print name	
Date	Date	
* Prior to processing this request we require all borrowers to sign this form.		

Fees may apply to this request. Please refer to the direct card Conditions of Use.



Important!

# **Conditions of Use**

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

Your Loan Servicer (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. The Loan Servicer is set out in the terms and conditions applying to the Loan as varied by notice We have given, or may give, to You. Please contact Advantedge Financial Services Pty Ltd ACN 130 012 930 on 1300 300 989, if You want to confirm the name of the Loan Servicer for the loan.

## (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*
- (I) 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 02 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*:
  - 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):
  - 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.

"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.

"Loan Servicer" means Our servicer of the Loan

"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 or AFSH Nominees Pty Ltd ABN 51 143 937 43 of Level 10, 101 Collins Street, Melbourne acting together or alone as 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 the Loan Servicer of your Loan.



EFTPOS Transaction Fee Per FTPOS transaction within Australia	Free	
ATM transactions processed within rediATM network		
ATM Withdrawal Transaction Fee – Per ATM withdrawal transaction	Free	
ATM Enquiry Fee Payable per Available Credit Balance enquiry at any non- redi ATM teller machine requested by use of a direct card within Australia	Free	
ATM transactions processed outside rediATM network		
<b>ATM Operator Fee- Withdrawal</b> Per ATM withdrawal transaction within Australia at a non- rediATM automatic teller machine	Set by ATM operator	
<b>ATM Operator Fee</b> – Balance Enquiry Payable per Available Credit Balance enquiry requested by use of a direct card within Australia at a non-rediATM automatic teller machine	Set by ATM operator	
Direct cards Transaction Services^	Fee per request	
Overseas cash Withdrawal Fee Per cash Withdrawal Fee that is made outside Australia	\$4.00	
Foreign Currency Conversion Fee Payble per transaction in a foreign currency outside Australia	2% of the transaction amount	
Card Replacement Fee Within Australia	\$15.00	
Overseas Card Replacement Fee Outside Australia	\$52.00	

^Transaction does not count towards your free transaction limit.

## 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.

