

YMF Line of Credit Facility – Terms and Conditions

About these Terms and Conditions

Your Contract comprises:

1. The Line of Credit Schedule; and
2. These Terms and Conditions.

Before you accept this offer and a Contract is formed you should read both documents carefully. Together they contain information we are required by law to give you and you should keep them for future reference.

Privacy

We collect and use your personal information in accordance with our Privacy Policy (as amended from time to time) which you can view on our website www.yamaha-motor.com.au

1. Definitions

The following terms and expressions have the following meaning in the Terms and Conditions, Information Statement, and Line of Credit Schedule:

Access Method means: a) a method made available by us for you, and authorised and accepted by us, to act on an instruction or request to debit or credit an Account; and b) comprises the use of one or more components (including but not limited to) e-signature, signature, token or SMS.

Account means the Account we set up to record Transactions under this Contract.

Account Number means the unique number that identifies your Account.

Annual Fee means the annual fee specified in the Line of Credit Schedule.

Available Credit means the difference between the Credit Limit and the sum of the Outstanding Balance and any Transactions authorised but not yet posted to your Account.

Business Day means a Day that is not a Saturday, Sunday or Public Holiday in New South Wales.

Card means 'Yamaha Blue Card' issued by YMF.

Closing Balance means the closing balance of your Account as described on a Statement.

Contract means the Contract between you and us comprising the Line of Credit Schedule and these Terms and Conditions.

Credit Limit means the amount specified as the Credit Limit in the Line of Credit Schedule or, if varied by us, the Credit Limit as varied and notified.

Customer ID means a number we give you that identifies you as having an Account with us.

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

Daily Promotional Rate means the rate determined by dividing the Promotional Rate by 365.

Deferred Repayment Period means a defined period for a Promotional Transaction where no repayment is required.

Direct Debit Request is an authority that allows us to debit your Nominated Account and to credit your Account.

Direct Debit Request Service Agreement means your agreement with us in respect of your Direct Debit Request.

Disbursement Authority means your request for YMF to transfer funds from your Account.

Drawdown means the advance or borrowing of money under your Account.

Effective Date means the date that we assign to an amount that is debited, or where relevant, credited to your Account.

Electronic Equipment means any electronic device which is capable of receiving emails including but not limited to a computer, telephone or mobile phone.

Interest Free Period means on a Transaction a period specified on your Line of Credit Schedule during which we will not charge interest in respect of that particular transaction. At the expiry of the Interest Free Period interest will be charged on any Outstanding Balance for that Transaction at the Standard Annual Percentage Rate.

Interest Rate means the Standard Annual Percentage Rate set out in the Line of Credit Schedule or as notified to you from time to time. The rate is Variable Interest Rate and subject to change.

Invoice (Order or Receipt) means the document provided to you by the Merchant at the time of Purchase recording details of the Purchase.

Line of Credit Schedule means the YMF Line of Credit Facility Schedule document including the financial table provided to you which forms part of your Contract.

Merchant means a retailer, dealer or supplier of goods or services who accepts payment for the Purchases.

Minimum Repayment Amount means the minimum amount you are required to pay us by the Payment Due Date as notified on your Line of Credit Schedule or Statement.

Minimum Transaction Amount means the amount specified as the Minimum Transaction Amount in the Line of Credit Schedule or, if varied by us, the Minimum Transaction Amount as varied and notified.

Monthly Account Fee means the monthly account keeping fee specified in the Schedule.

National Credit Code means the National Credit Code which is Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

Nominated Account means the account nominated in the Direct Debit Request.

Outstanding Balance means the difference between all amounts credited to and all amounts debited from the Account.

Past Due Amount (Overdue) means the amount described as such on your Statement, which includes but not limited to repayments not made by the Payment Due Date.

Payment Due Date means the date described as such on your Statement as the day by which you are required to make your Minimum Repayment Amount.

Purchase means a Drawdown to pay a Merchant for the supply of goods and services.

Promotional Rate means a) the percentage rate per annum described as the Promotional Rate in the Line of Credit Schedule or as notified to you from time to time; or b) the percentage rate per annum notified for a Promotional Transaction and confirmed by YMF as part of the Transaction authorisation.

Promotional Term means the period of time that applies to a Promotional Rate.

Promotional Transaction means a Transaction that is subject to a Promotional Rate and a Promotional Term, and may be subject to a Deferred Repayment Period.

SMS means the telecommunications "short message service" technology which may allow text messages to be sent to your Mobile Phone.

Standard Annual Percentage Rate means the relevant annual percentage rate applicable to the Outstanding Balance or part of the Outstanding Balance in your Account as specified in the Line of Credit Schedule or as notified to you from time to time.

Statement means a statement of account issued by us in respect of your Account.

Terms and Conditions means this YMF Line of Credit Facility Terms and Conditions document which forms part of your Contract.

Transaction means any Transaction authorised by you and accepted and authorised by us under this Contract, including but not limited to a Purchase.

Transaction Amount means the dollar amount related to a Transaction posted to your Account.

Transaction Date means the date that a Transaction is processed to your Account which is described as such in a Statement.

Unauthorised means without your knowledge or consent.

Unpaid Promotional Transaction Balance means the amount outstanding for any Promotional Transaction.

we, us, our means YMF and includes its' successors and assigns and anyone acting on our behalf.

you, your means the Borrower, the holder of the Account, and where more than one includes each of you individually and all of you collectively.

YMF means Yamaha Motor Finance Australia Pty. Ltd. ABN 29 101 928 670, Australian Credit Licence 394553.

2. Contract

The Contract comprises the Line of Credit Schedule and these Terms and Conditions. The Contract governs all Transactions made using the Account.

3. Nature of the Account

The Contract operates as a revolving credit facility by using the Account.

4. Account Activation

You cannot make a Transaction until your Account is activated. Your Account is activated after your Line of Credit Application is approved and you have received confirmation from YMF.

5. Communications Between Us

- a) By inserting your email address in the Line of Credit Schedule you authorise us to use email for communication purposes, including the giving and receiving of documents, notices or information as are permitted to be given electronically under the National Credit Code. You may cancel your authorisation to receive documents by email at any time, by notifying us in accordance with clause 5 c).
- b) You must tell us if you change your name, your residential, postal or email address, your telephone or mobile number.
- c) If you have to give us a document or notice then you can:
 - (i) leave it at our office address as shown on the Line of Credit Schedule, or any other address we tell you; or
 - (ii) email it to an email address we tell you
- d) Unless stated otherwise, if we need to give you a document or notice we can do so by:
 - (i) delivering it to you personally; or
 - (ii) leaving it at, or sending it by post or facsimile to, your residential or postal address last known to us; or
 - (iii) emailing it, where the National Credit Code allows, to the email address you have provided to us.
- e) If you have provided us with your email address you must:
 - (i) regularly check your email address to see if you have received any emails from us;
 - (ii) maintain and check your Electronic Equipment and your email address regularly to ensure it is always capable of receiving emails from us; and
 - (iii) you are responsible for printing or saving important documents, and we strongly recommend that you do so.
- f) By inserting your telephone number in the Line of Credit Schedule you authorise us to use this telephone number for communication purposes, which may include contacting you by telephone or SMS for the purposes of ensuring compliance with your obligations under this Contract.

6. Obtaining Credit on your Account

We may allow you to obtain credit by making a Transaction on your Account through any Access Method we determine which may include:

- a) making a Purchase with any Merchant authorised by us; or
- b) any other Access Method we authorise from time to time.

To find out which Merchants are recognised by us please check our Website or telephone our customer service team.

Transactions on your Account are authorised using the signature or such other of the Access Methods.

Note that not all Access Methods may be available for your Account.

We are not liable for any refusal or failure of a Merchant to accept your instructions at any time or for the quality, performance or other matters in relation to goods and services bought with Transactions on your Account unless this is required by law or a code or is covered by the Terms and Conditions.

All Transactions made from your Account will be debited to your Account and you agree to repay them to us in accordance with the Contract. Daily or periodical transaction limits may apply on the number or value of Transactions on your Account you may make using different Access Methods. If we apply or vary any daily or periodic transaction limit we will advise you.

All Transactions made from your Account are at our absolute discretion.

7. Repayments

- a) You must pay us the Minimum Repayment Amount by the Payment Due Date. You may choose to pay more if you wish but you must not put the balance in your Account in to credit. By paying more than the Minimum Repayment Amount you will reduce the Outstanding Balance and reduce the interest charged to your Account.
- b) An explanation of the Minimum Repayment Amount is set out in the Line of Credit Schedule.
- c) Minimum Repayment Amounts must be made by the Payment Due Date during the Interest Free Period for all Transactions other than Promotional Transactions with a Deferred Repayment Period.
- d) Where a Deferred Repayment Period applies to a Promotional Transaction or balance, you are not required to make repayments until the end of the Deferred Repayment Period. Interest will continue to accrue on the Promotional Transaction at the Promotional Rate during the Deferred Repayment Period.
- e) You are responsible for ensuring that payment is received by us on time on or before the Payment Due Date.
- f) If the Payment Due Date is not a Business Day, or on the 29th, 30th or 31st of a month that does not include such a day, you must ensure it is received by us by the next Business Day.

If your Statement shows a Past Due Amount (Overdue) or refers to an amount "Due Immediately" you must also pay us that amount immediately on receipt of your Statement.

8. Interest Rate and Interest Rate changes

- a) The Interest Rate(s) that apply to your Account is stated in the Line of Credit Schedule or as varied or otherwise agreed by us.
- b) We may change the Interest Rates from time to time and, if we do so, we will advise you of the change in accordance with this Contract.

9. Calculation of Interest

- a) Interest is calculated:
 - (i) by applying the Daily Percentage Rate to the Outstanding Balance for the end of each day (excluding from the Outstanding Balance any Transactions which are subject to an Interest Free Period or where a Promotional Rate applies); and
 - (ii) by applying the applicable Daily Promotional Rate to the relevant Outstanding Promotional Transaction Balance for the end of each day.
- b) Interest is not charged on a Transaction which is subject to an Interest Free Period, for the period of that Interest Free Period.
- c) Interest is calculated and accrued daily. Accrued interest is charged and debited to your Account (which increases the Outstanding Balance) on the last date of each month.
- d) When you pay all the monies owing under this Account, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Account will be debited to your Account at that time and will be payable by you as part of your final payment. Under this Contract, accrued interest debited on a day will not include interest relating to that day.

10. Application of Repayments

A repayment will be treated as being made on the Effective Date. The Effective Date for each repayment will be set out in your Statement.

We will apply your repayments to your Outstanding Balance as follows:

- a) if more than one annual percentage rate applies to different parts of the Outstanding Balance of your Account, we will first apply repayments to that part of the Outstanding Balance to which the highest annual interest rate applies, next to that part of the Outstanding Balance to which the next highest rate applies and so on;
- b) if the same annual percentage rate applies to all parts of the Outstanding Balance of your Account, we will apply the repayments to the oldest transaction first, then the next oldest transaction and so on; and
- c) payments will be applied to the Statement Closing Balance taking in to account the Transaction amount, Establishment Fee, Annual Fee, Monthly Account Fee, late payment or dishonour fee, and any other fees or charges in order of Transaction date, until the Outstanding Balance is paid in full.

11. How to make Repayments

Repayments must be made in a manner shown on your Statement, as amended from time to time, which may include the following:

- a) direct debit from your Nominated Account (by completing a Direct Debit Request); or
- b) BPay from your bank account
- c) sending a cheque or money order to YMF; or
- d) any other method we advise.

12. Credit Limit

Your Credit Limit is the amount specified in the Line of Credit Schedule or such other amount as we may authorise. Subject to any Transaction limits you may Drawdown up to your Credit Limit. You must ensure that you do not exceed your Credit Limit. If your Credit Limit is reached or exceeded, fees, Government charges and interest will continue to be charged to your Account even if debiting these items results in you exceeding your Credit Limit. Your Credit Limit does not change because your Account balance exceeds your Credit Limit. Any excess above your Credit Limit shall be immediately repayable by you without the necessity for YMF to demand repayment. Should your Account reach the Credit Limit, you should not initiate and we may not authorise further Transactions on your Account.

We will increase your Credit Limit at your request or with your written consent, subject to our approval. You may request us to reduce your Credit Limit at any time.

As per clause 20 we may decrease your Credit Limit at any time.

13. Credit Balances

The Account must not have a credit balance. However, if your Account has a credit balance, Transactions on your Account will firstly be applied to reduce your credit balance.

We will not pay interest on the credit balance of your Account.

14. Fees Payable

You must pay us the fees and charges in the amounts and the circumstances set out in the Line of Credit Schedule, as varied from time to time. We will debit the fees and charges to your Account when they are payable and they will appear on your Statement.

15. Government Fees and Charges

You must pay all Government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to your Contract or your Transactions. You must pay us the amounts in accordance with the relevant legislation, whether or not you are liable for them under that legislation. We may debit these to your Account and they will appear on your Statement.

16. Accessing your Account

We may provide you with access to your Account, at our absolute discretion, to obtain information or give us instructions using any one or more of the following Access Methods:

- a) our website;
- b) our customer service team;
- c) a Merchant recognised by us; or
- d) any other method that we determine from time to time.

17. Your email address and mobile phone number

We may use your email address as part of our secure log in and/or Transaction authorisation process, or to advise you of any enhancement or changes to your Account which may alter our delivery of, or your ability to use your Account. You need to keep your email address current. You may update your email address by contacting us. If you do not provide us with a correct email address, you may not receive important information and Statements regarding your Account.

We may use your Mobile Phone number to send you an SMS as part of the Transaction authorisation process and other information relevant to this service. You need to keep your Mobile Phone number current. You may update your Mobile Phone number by contacting us. If you do not provide us with your correct Mobile Phone number you will not be able to transact on your Account, and you may not be notified of important information relevant to the use of your Account.

18. Liability for Unauthorised Transactions on your Account

You are liable to us in respect of an Unauthorised Transaction when:

- a) you have failed to advise us of any suspected or unauthorised use of your Account; or
- b) you have committed fraud.

You are not liable to us in respect of an Unauthorised Transaction when:

- a) the Unauthorised transaction occurred after you had advised us of suspected use of your Account; or
- b) a Transaction is incorrectly credited or debited to your Account by us; or
- c) it is clear that you have not contributed to the loss; or
- d) it was caused by the fraudulent or negligent conduct of employees or agents of:
 - (i) us;
 - (ii) any organisation involved in the provision of the EFT System; or
 - (iii) any Merchant; relating to a forged, faulty, expired, fraudulent or cancelled Transaction

If you are concerned about any suspect activity on your Account, please contact our customer service team immediately.

19. Statements

You will receive a Statement each month where there has been a Transaction made on your Account or where there is an Outstanding Balance in the period unless we are excused from doing so under law. You are also entitled to ask for a Statement at any time. We may charge you a fee to provide a Duplicate Statement or Statements on request. All our Statements are provided electronically unless specifically requested otherwise. It is your responsibility to check your Statement carefully as soon as you receive it and immediately notify us of any errors or unauthorised Transactions. So that you can check your Statement you may wish to keep all your records of all your Invoices.

20. Changes to your Contract

Subject to the law we may vary your Contract at any time without your consent, including:

- a) changing an Interest Rate or the way we calculate interest;
- b) changing the amount, frequency, time for repayment, or method of calculating any repayments;
- c) changing the amount, 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;
- f) changing the method of calculating or debiting interest.

We will give you notice of any change in accordance with any requirement of the National Credit Code or law which may apply.

We will give you 20 days' notice of a change if:

- a) the change will impose or increase any fees or charges relating to the use of an Access Method, or the issue of an additional Access Method; or
- b) we impose, remove or adjust daily or other periodic transaction limits applying to the use of an Access Method.

We are not obliged to give you any advance notice if an immediate change to the Terms and Conditions is deemed necessary for the security of individual accounts. We will give you notice of any other changes in the Terms and Conditions in accordance with this Contract.

21. Changes in your circumstances

You must contact us immediately to inform us of a change in your particulars, including when:

- a) your contact details change (including phone numbers, residential, delivery and email address);
- b) you have changed your name, either first or last name;
- c) you have been declared bankrupt or commit an act of bankruptcy;
- d) you would like to appoint a person to act on your behalf under a power of attorney; or
- e) your payment instructions change (for example you may wish to change your current Nominated Account details).

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 Contract.

We may require written proof for changes in personal details.

22. Service of Notices

To the extent permitted by law, any notice or document given by us under this Contract or required by law or industry code or guideline may be given in writing, can be signed by any of our officers, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us. Any such notice or document shall be deemed to have been received by you when it would have been delivered in the ordinary course of post or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address.

23. Applicable Law

Your Contract is subject to the laws of the State or Territory in which you are ordinarily a resident when you accept our offer.

24. Evidence

You agree that any record of a Transaction provided to us by a Merchant 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.

25. Assignments of rights and disclosures

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

You authorise us to assign, transfer or otherwise deal with our rights under this Contract without the need to obtain further consent from you. This will not affect your rights or obligations under the 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 Contract and assess your total liabilities to us and any related entity.

26. Exercise of our rights

If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later and you agree we are not stopped from doing so. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right remedy or power or not exercising it, whether or not it is caused by our negligence.

27. Closure of, or denial of, access to your Account

- a) You may request that your Account be closed by:
- (i) giving us notice in writing or contacting us; and
 - (ii) paying any Outstanding Balance in full, including Transactions, interest charges and fees and charges not yet shown on your Account.

If you request that we close your Account:

- (i) no further Transactions will be permitted; and
 - (ii) your obligations under this Contract will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts you become liable to pay under the Contract and which are not yet debited to the Account).
- b) We may decide at any time without prior notice and whether or not you are in default to:
- (i) suspend your Account; or
 - (ii) close your Account.

We will advise you if we do so. In either event:

- (i) you will not be allowed to make any further Transactions; and
- (ii) you must continue to pay the Minimum Repayment Amount each month and, if relevant any Past Due Amount.

Subject to c), if we suspend your Account, you may continue to access information about your Account through our website. We will advise you when your Account is no longer suspended.

- c) We may, at any time, deny access to your Account via our Website for any reason including suspected fraudulent use, non-compliance with the Terms and Conditions or if we consider a security issue has arisen which requires further investigation.

28. Default

You are in default if:

- a) the payment of a Minimum Repayment Amount is not made by the relevant Payment Due Date; or
- b) the Outstanding Balance of your Account exceeds the Credit Limit; or
- c) you do not comply with any other terms or conditions of this Contract; or
- d) we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Contract; or
- e) you make any materially false or misleading representation to us.

If you are in default we may send you a default notice specifying the details of the default, how it may be corrected, and how long you have to correct it.

If you do not remedy the default within the time allowed then all amounts you owe us (including amounts which have been accrued but not yet debited to your Account) will be immediately due and payable. We may exercise our rights under this Contract at law.

Enforcement expenses may be payable if you default. You must pay to us all reasonable enforcement expenses incurred by us or our agents in exercising our rights because you default. Enforcement expenses when charged are debited to your Account, and when we do they will be added to and form part of the Outstanding Balance.

Enforcement expenses may include reasonable solicitors' legal costs and the reasonable expenses of our staff and our facilities reasonably incurred in relation to any enforcement.

29. Commission

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

30. Exclusions of Warranties and Representations

- a) We do not warrant that recognised Merchants will accept Purchases. You should always enquire beforehand before selecting goods or services.
- b) We do not accept any responsibility should a Merchant refuse to accept or honour the Transaction.
- c) Unless the law requires, we are not responsible for any defects in the goods and services acquired by you through the use of the Account. You acknowledge and accept that all complaints about these goods and services must be addressed to the Merchant who provided or sold those goods and services. Even if you make a complaint or dispute regarding a Transaction you must still pay us all amounts and charges charged to your Account. However, if you dispute a transaction made using your Account within 30 days of that Transaction, in certain circumstances, and after due process and investigation, we may seek a reversal of the Transaction on your behalf (for example, where you did not receive the goods or services paid for). This involves the “charge back” or debiting of the Transaction from the Merchant’s account with its financial institution, and a crediting of that amount to your Account.

31. Warranties

You agree that all statements made, information and documents provided in connection with the application to us for the Account and all representations which you have made or may make to us whilst the 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 Contract and will continue to do so in our dealings with you.

32. Legal rights

You have certain rights at law which cannot be limited or excluded. Nothing in the Terms and Conditions limits or excludes those rights, however our liability is limited to the maximum extent permitted by law.

If any provision of the Contract is or becomes invalid, unenforceable or breaches any mandatory law or applicable code (including the National Credit Code) then it is deleted and will not affect the remaining parts of the Contract.

33. Loss or damage if you breach your Contract

Subject to the Terms and Conditions and in addition to any rights we have to recover the Outstanding Balance of your Account, you agree to pay us for any loss, damage or costs we might have if:

- a) you breach any law or regulation that applies to your Account or Transactions;
- b) you do not use your Account correctly;
- c) you breach your Contract; or
- d) we are not responsible for any loss is if a Password is stolen or misused except where we agree in the Terms and Conditions or where by law or applicable code you are not responsible for any loss.

34. Joint Account

Joint accounts are held by more than one person. Any one of you alone can effect a transaction on your Account.

If this is a joint account your obligations as debtors are both joint and several.

If we are aware of a dispute we may change the way the Account can be accessed and may require all of you to agree before a Transaction can be carried out.

35. Interception and recording of communications

You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means. Communications include telephone calls, emails and any other form of electronic or wireless communication.

36. Anti-Money Laundering and Counter-Terrorism Financing

- a) You acknowledge that:
 - (i) we are subject to various Anti- Money Laundering and Counter-Terrorism Financing laws (AML/CTF) which include prohibitions against any person dealing with the proceeds or, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and
 - (ii) the AML/CTF laws may prohibit us from offering services to, or entering into, or conduct Transactions with you.

b) You agree:

- (i) that we are not required to accept or execute any instruction, or take any other action under, or in connection with, the Contract if we are not satisfied as to your identity, or where we suspect on reasonable grounds that by doing so we may breach the AML/CTF laws;
- (ii) that we may delay, block or refuse to release any monies on your instructions, if we believe on reasonable grounds that to do so may breach any law in Australia or of any other country, including the AML/CTF Laws; and
- (iii) that we will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us contemplated in paragraph b) (i) and (ii).

You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or any other country, including the AML/CTF Laws and agree that we may disclose information which you provide to us, or about Transactions you conduct, or seek to conduct, with us where we required to do so by any such laws. You undertake that the payment of monies in accordance with this Contract or any instructions given by you will not breach the AML/CTF laws and you agree to indemnify us against any loss arising where you breach this undertaking.

37. No set off of counterclaim

You agree to make all payments you owe us under the Contract in full, without any set-off or counterclaim. This means that you cannot deduct anything that you claim we owe you, or could in the future owe you.

38. Feedback and complaint management

You may contact us with your feedback including any complaints by:

- a) emailing us at customerservice@ymf.com.au
- b) calling our customer service team on **1800 123 100**
- c) sending a letter detailing your concern to complaints@ymf.com.au
- d) clicking on the contact us button on our website.

We will process your complaint as per our complaints policies and procedures.

If your complaint cannot be resolved promptly, our Complaints Officer will take responsibility and work with you to resolve the matter. A final written response will be provided within 45 days.

If you remain dissatisfied with the outcome and would like an independent review of the complaint and the result you can refer your complaint to:

Financial Ombudsman Service (FOS)

Phone: 1800 367 287
Internet: www.fos.org.au
Mail: GPO Box 3, Melbourne, VIC, 3001

Form 5 – Information Statement

Things you Should Know About your Proposed Credit Contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your Contract.

If you have any concerns about your Contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The Contract

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

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

- your Contract is entered into; or
 - you make an offer to enter into the Contract;
- whichever happens first.

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

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

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

If you want another copy of your Contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider must 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 terminate the Contract.

4. Can I pay my credit Contract out early?

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

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

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

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

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

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

7. Can my Contract be changed by my credit provider?

Yes, but only if your Contract says so.

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

That depends on the type of change. For example;

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days 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 may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Financial Ombudsman Service (FOS) and can be contacted at ph 1800 367 287, www.fos.org.au, or GPO Box 3, Melbourne, VIC, 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's Website at <http://www.asic.gov.au>

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

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

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

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

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

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

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

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

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

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

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

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

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

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

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

See the answers to questions 22 and 23.

Otherwise you may -

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

OR

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

If your credit provider won't give permission you can contact their external dispute resolution scheme for help.

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

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

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

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

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

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

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

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

General

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

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

- to extend the term of the Contract and reduce repayments; or
- to extend the term of your contract and delay repayments for a set time; or
- to delay repayments for a set time.

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

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your Contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE (FOS) AND CAN BE CONTACTED AT PH 1800 367 287, www.fos.org.au, or GPO BOX 3, Melbourne, VIC, 3001

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.