

1. (Payment of Total Amount Financed)

The Total Amount Financed must be used to pay insurance premiums or related intermediary charges or both. Lumley Finance must pay the total amount of the Total Amount Financed to the Intermediary or insurer. The Borrower acknowledges that payment of the Total Amount Financed to either the Borrower's Intermediary or insurer is a full and complete discharge of Lumley Finance's obligations under this agreement. For the purposes of this clause, "the Borrowers Intermediary" includes, the Borrowers agent or the Borrower's insurance broker as the context requires taking account of the facts matters, and circumstances as to how and by and through whom this agreement came into being, or such other person as nominated on the front of this agreement by Lumley Finance.

2. (Total Amount Financed by Instalments)

If an insurance premium is payable by instalments, then Lumley Finance may pay the Total Amount Financed by instalments to the intermediary or the insurer, on or before the dates due. Lumley Finance is not obliged to pay any instalments of the premium for any of the Insurances after an Event or Default occurs.

3. (Preconditions to Payment of Total Amount Financed)

Prior to Lumley Finance paying the Total Amount Financed (a) the Borrower must pay to Lumley Finance the amount of the Initial Payment, and (b) Lumley Finance must be satisfied that the policies of insurance have been issued on terms that allow Lumley Finance to exercise its rights upon the occurrence of an Event of Default. Lumley Finance may terminate this agreement and refuse to pay the Total Amount Financed or any instalment of the Total Amount Financed if these preconditions have not been satisfied within 7 days of acceptance.

4. (Repayment)

The Borrower must pay to Lumley Finance the Total to be Repaid, which includes the Total Charges, by equal monthly instalments. The first instalment is due on the date indicated on the front of this Agreement. Subsequent instalments must be paid on the same day of each month thereafter ending on the date of the Last Instalment specified. For the purposes of this clause "Total Charges" means the total of all interest charges made by Lumley Finance for the provision of the Total Amount Financed to the Borrower.

5. (Additional Charges)

Lumley Finance may demand from the Borrower an additional charge on money not paid ("Additional Charge") when payable. The Borrower must upon demand pay Lumley Finance an amount calculated by multiplying the amount of any money not paid when payable by the Westpac Indicator Rate published by Westpac Banking Corporation from time to time (or other similar rate chosen by Lumley Finance) plus 4%.

6. (Security and Power of Attorney)

To secure its obligations under this agreement and any other agreement with Lumley Finance, the Borrower (a) absolutely assigns to Lumley Finance the right to claim, demand, sue for, recover, settle and receive money payable at any time by the insurer under any of the insurances (including, without limitation, money payable on cancellation of any of the insurances or upon the occurrence of any event or circumstances covered by any of the insurances to the extent allowed by law) ("Insurance Proceeds"); (b) for valuable consideration irrevocably appoints Lumley Finance and any director, secretary or employee of Lumley Finance or any related corporation as the Borrower's true and lawful attorney with power after the occurrence of an Event of Default to the extent allowed by law to cancel or otherwise deal with any insurances, to make, pursue and settle any claims in connection with any insurances, to receive and give receipts for Insurance Proceeds and otherwise deal with any Insurances and Insurance Proceeds as the attorney considers desirable to ensure the Borrower pays all money owing under this agreement to Lumley Finance. Upon payment of all money owing to it, Lumley Finance must reassign the rights to any Insurance Proceeds to the Borrower; and (c) for valuable consideration irrevocably appoints the intermediary and any director, secretary or employee of the Borrower's Intermediary as the Borrower's true and lawful attorney with power to request Lumley Finance to fund other insurance premiums and/or to renew any of the insurances on behalf of the Borrower on the same terms and conditions in these General Terms and Conditions. If Lumley Finance, in its absolute discretion, agrees to fund other insurance premiums and/or the renewal of any of the insurances, it will provide to the Borrower with the documents setting out the details of that funding and that funding will be made available by Lumley Finance to the Borrower on terms and conditions contained in that document and these General Terms and Conditions.

7. (Events of Default)

An Event of Default occurs if (a) the Borrower fails to make a payment to Lumley Finance when due and payable (b) a payment made by the Borrower to Lumley Finance is dishonoured on presentation (c) a policy of insurance does not provide for Lumley Finance to exercise its rights upon the happening of an Event of Default (d) a corporate Borrower becomes or may (on the granting of an application made or the passing of any resolution) become an externally administered body corporate within the meaning of the Corporations law (e) an individual Borrower commits an act of bankruptcy (f) a policy of insurance is cancelled or becomes or is claimed to be void or voidable (g) the Borrower is not able to perform its obligations under this agreement or Lumley Finance's security under this agreement is not exercisable in the manner intended by Lumley Finance or has been or is likely to be prejudiced in some way.

8. (Lumley's rights upon Event of Default)

If an Event of Default occurs (a) Lumley Finance may terminate this agreement (b) the Borrower must upon demand by Lumley Finance immediately pay all money owing under this agreement (in the case of an Additional Charge, reduce to an amount which Lumley Finance determines is attributable to the period up to the date of the demand) (c) Lumley Finance may cancel or otherwise deal with any policy of insurance, the Borrower's rights under any of the policies of insurance and any money payable to the Borrower in connection with a policy of insurance in such way as it considers desirable to protect Lumley Finance's position and recover money owing by the Borrower under this agreement or any other agreement (d) Lumley Finance may make and pursue (by legal action or otherwise) and settle any claim under any of the policies of insurance and receive and give receipts for any money payable in connection with any of the policies of insurance (e) Lumley Finance may apply any money received from or on account of the Borrower against any of the Borrower's indebtedness to Lumley Finance, under this agreement or any other loan or facility provided by Lumley Finance (f) Lumley Finance is not obliged to pay any premium instalment.

9. (General Payment Obligations)

Any amount owing to Lumley Finance under this agreement must be paid by the Borrower in full without any deduction. The Borrower waives all rights of set-off, combination or counterclaim in relation to money owing under this agreement. Without limiting the foregoing, if an event occurs or a circumstance arises entitling the Borrower to make a claim under a Policy of Insurance then nothing shall affect Lumley Finance's (a) rights under this agreement to claim the Total to be Repaid or (b) ability to exercise any of its rights under this agreement (unless specifically stated otherwise).

10. (Demands and Notices)

Any demand by Lumley Finance may be signed under seal, or by an officer or employee of

Lumley Finance or related corporation. Lumley Finance may serve notice upon the Borrower by hand delivery, post, delivery to the Borrower's last known facsimile number or to the email address nominated by the Borrower in its application for finance. A notice posted will be deemed received on the 3rd business day after posting. A notice sent by email will be deemed to be received immediately after sending. A notice sent by facsimile transmission will be deemed received on production of a transmission report showing the facsimile was sent to the Borrower's facsimile number without error.

11. (Borrower's Obligations and Waiver)

Time is of the essence in relation to the performance of the Borrower's obligations under this agreement. No waiver or period of grace will apply unless given in writing by Lumley Finance.

12. (Commissions)

Lumley Finance may pay a commission to the Intermediary in connection with this agreement. The Borrower consents to the payment of a commission by Lumley Finance to the intermediary in connection with this agreement. Lumley Finance is not aware of the commission arrangement between the intermediary and the insurer.

13. (Completion of Blanks)

The Borrower authorises Lumley Finance to complete any blanks in this document.

14. (Stamp Duties and Lumley's costs)

The Borrower must pay (a) all stamp duty, taxes or fees payable in connection with this agreement (whether or not disclosed in this agreement) (b) all costs, fees and interest incurred by Lumley Finance following an Event of Default.

15. (Assignment)

Lumley Finance may at any time assign its interest in this agreement.

16. (Joint and Several Obligation and General Interpretation)

Where the borrower is 2 or more persons, this agreement binds them jointly and each severally. References to the singular include the plural and vice versa. The law of New South Wales governs this agreement. The parties irrevocably and unconditionally submit to the jurisdiction of the courts of New South Wales.

17. (Credit Card Fee)

Credit Card payments are accepted for all instalments but a fee for Visa/Mastercard will be charged.

18. Quotation

This quotation is valid for 15 days and approval is subject to a credit risk assessment. We reserve the right to amend the quotation if acceptance is outside the agreed terms.

WI PREMIUM FUNDING LIMITED
A.B.N. 20 002 543 606
Privacy Statement

WI Premium Funding Limited (Lumley Finance) collects personal information about you for us to assess your application; to administer and manage the products and services it provides you; to notify other credit providers, entities related to Lumley Finance and credit reporting agencies about any default on your finance; to take the action that Lumley Finance considers appropriate in relation to any overdue repayment or any default on the terms of your finance; and to provide you with information about other products and services offered by the Lumley Finance and its related entities, including by way of direct marketing.

If you do not provide the personal information sought by Lumley Finance, now and from time to time in the future, it may be unable to provide or to administer its products and services.

Lumley Finance may collect your personal information from finance brokers and insurance brokers and agents; your bank, and other financial institutions; your accountant(s), and other professional service providers; current and past employer(s); credit reporting agencies; collection agents; and its related entities.

Lumley Finance may disclose your personal information to its agents and contractors that provide administrative or other services such as:

- *its bankers and other financial institutions in relation to any financing arrangement that it has or may establish at any time in the future;
- *credit reporting agencies;
- * collection agents;
- * its local and overseas related entities who share access to its databases and direct marketing companies;
- * where we collect your information from someone else, or another entity, then we may disclose any of your personal information to that person or entity; and
- * relevant complaints tribunals and government agencies including the Australian Taxation Office, in accordance with its regulatory obligations.

You can request access to your personal information or our Privacy Policy by contacting Lumley Finance's Privacy Officer on phone number (02) 9248 1111 or by mail to 309 Kent St, Sydney. You may ask us at any time to correct this information where you believe it is incorrect or out of date.

You may be charged reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs).

By completing the Lumley Finance application form, you consent to Lumley Finance collecting, using, disclosing and handling your personal information in accordance with this privacy statement, whether collected on the application form or any other form completed now or in the future.

You also agree that where you have supplied information (such as a name) about any other person, you will tell that other person that you have provided the information to us and show the person this document.