



M Plus Property Loans P/L
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1. Introduction

- 1.1 These terms and conditions form the basis of and govern all aspects of the M+ Benefit Program ("Program") and you acknowledge that it is your responsibility to read and understand them and that you agree to be bound by them.
- 1.2 The Program currently comprises the M+ Fuel Program or the M+ Health Program for each loan agreement entered into by you.
- 1.3 The M+ Fuel Program provides an ongoing 25 cent per litre discount off the pump price on BP fuels, excluding automotive LPG. LPG may be purchased under the M+ Fuel Program at an ongoing 15 cent per litre discount.
- 1.4 The private health insurance options available through the M+ Health Program are provided by Medibank Private Limited ("MPL"), a registered health insurance provider.
- 1.5 The M+ Health Program provides an ongoing subsidy (inclusive of all other discounts offered by MPL) on a range of private health insurance options for singles, couples, families and sole parents, of up to 100% of the standard Priority Package price.

2. Program Affiliates

- 2.1 MPL and BP are collectively referred to in these terms and conditions as the Program Affiliates ("Program Affiliates"). You acknowledge, understand and agree that the Program Affiliates are not responsible for any loan terms provided to you by us and that those terms are separate to these Program terms and conditions. You further acknowledge and agree that the Program Affiliates are separate entities from each other and M+ and do not act as the representatives or partners of each other or us.
- 2.2 The benefits provided under the Program will cease automatically upon the discontinuance of your loan originated through us, you may however continue to maintain your health insurance through MPL, at the full standard retail rate, by contacting MPL as specified in clause 10.2 to make alternative direct debit arrangements.

3. General

- 3.1 You acknowledge, understand and agree that any loan terms provided to you by M+ are separate to and are in no way affected by these Program terms and conditions. The credit provider identified in your loan documents is not responsible for any benefits provided under these terms and conditions.
- 3.2 All customers who participate in the Program will have their choice of benefit under the Program, either the M+ Fuel Program or the M+ Health Program, for each loan agreement entered into by them. An additional benefit will be provided for any additional or subsequent loan agreement entered into by you, or you may choose to increase the level of your existing benefit.
- 3.3 We will use reasonable endeavours to advise you of any changes to these terms and conditions, however, we will not be held liable in any way for any failure to do so. Please refer to the M+ website at www.m-plus.com.au, from time to time, to view our current terms and conditions.
- 3.4 This offer cannot be used in conjunction with any other offer. No benefit offered or provided under the Program can be sold or exchanged for cash or any other form of consideration.

4. M+ Fuel Program

- 4.1 By expressly accepting or by using the BP card, you acknowledge acceptance of these terms and conditions and agree to be bound by them. You agree that in the event of expiry, cancellation or invalidity of the BP cards issued to you and/or your nominee/s, you will continue to be bound by all obligations and liabilities incurred by you and/or your nominee/s before such expiry, cancellation or invalidity.

- 4.2 For security purposes, each BP card will be embossed with your or your nominee/s' name ("cardholder"), vehicle description, registration details and a signature panel is available on the rear. The BP card will be supplied with a PIN and must only be used in respect of the details embossed on the BP card. Any supply of discounted BP fuels from the BP card, must be in the running tank of the vehicle described on the BP card. Participating BP sites may require the person presenting the BP card to state the registration number and brief description of the vehicle and sign the BP card docket or sales voucher. You must comply with any such request.

- 4.3 Each BP card issued will be for the exclusive and sole use of the cardholder. The cardholder must sign the BP card issued to them immediately upon receiving it. A BP card may not be accepted unless it carries the cardholder's signature.

- 4.4 Unless otherwise agreed with us and notwithstanding any details that may appear on any receipt, BP card docket or sales voucher, you authorise us to debit your nominated account with the discounted fuel price following a fuel purchase (usually within 24 hours). The amount debited will include any transaction fee, monthly card management fee, other fees, government taxes and/or charges. You are not entitled to purchase and must not purchase goods or services (other than the permitted BP fuels) with your BP cards. In the event that any other goods or services are inadvertently charged to the BP cards issued to you and/or your nominees, the cost of these goods or services immediately become due and payable to us and you authorise us to immediately debit your nominated account for the full retail price charged at the participating BP site. Further, should you deliberately and/or repeatedly purchase any other products or services with the BP card; we reserve the right to cancel your participation in the Program at our sole discretion.

- 4.5 You are fully responsible for and we will not be held liable for, any unauthorised use whatsoever of any BP card issued to you and/or your nominee/s. If we consider that a BP card has been used other than as permitted or contemplated by these terms and conditions, we may at any time instruct BP to retain that BP card and forthwith cancel all benefits attaching to that BP card as well as your ongoing participation in the Program.

- 4.6 All BP cards remain the property of BP. You must immediately notify M+ or BP as specified in clause 10.1 of these terms and conditions, of any BP cards lost, stolen, no longer required or subject to unauthorised use. Further, upon request, you must return to M+ all BP cards which are no longer used, have expired, been cancelled or are otherwise invalid. You are and will remain liable for any unauthorised card use until all cards issued to you and/or your nominees are returned to M+ and all funds outstanding on those cards are paid.

- 4.7 We will periodically email to you, a statement of the BP card transactions and any fees or charges for the relevant period for the BP cards issued to you and/or your nominee/s. If you dispute any details appearing on your statement, you must notify us in writing as specified in clause 10.1 no later than 7 days after the date of the issuance of the statement. You must further provide particulars of the disputed details and such evidence as we request (including, but not limited to, a statutory declaration).

- 4.8 M+ will advise you by email of your volume limit each month and you must ensure that your volume limit is not exceeded for that or any subsequent month. Any purchases of BP fuels made on the BP cards issued to you and/or your nominees in excess of your volume limit, for a particular specified period, will not be eligible for any discount and is immediately payable to us at the pump price. Any unused portion of your volume limit will expire and not be carried forward to the next month. We reserve the right to suspend your entitlement to a benefit until such time as any excess use is paid in full.

- 4.9 We reserve the right to impose a daily purchase limit of 100 litres with respect to BP fuels purchased with the BP cards issued to you and/or your nominee/s and you indemnify us and we have no liability if for any reason, a participating BP site refuses to supply or allow purchases of BP fuels to you on the BP card and you must not withhold payment from any participating BP site because of any such refusal.

4.10 Prohibited uses

You must not:

- 4.10.1 give the BP cards issued to you and/or your nominee/s or the BP card account number to others or allow others to use the cards to obtain benefits, to use as identification or for any other purpose not contemplated by these terms and conditions;
- 4.10.2 use the BP card to purchase anything for the purpose of resale;
- 4.10.3 return any goods or services obtained with the BP card for a cash refund (except as permitted by the Trade Practices Act 1974 (Cth). Refunds to the card are permissible.);
- 4.10.4 use the BP card to obtain cash for a transaction recorded as a purchase;
- 4.10.5 exceed the specified volume limit in any identified period; or
- 4.10.6 obtain credit for any reason.
- 4.11 To report a lost or stolen card, please telephone **1300 1300 BP (27)**; 24 hours a day, 7 days a week. Please check the M+ website at www.m-plus.com.au from time to time for updates to these contact details.

5. M+ Health Program

- 5.1 By participating in the M+ Health Program, you and/or your nominee/s acknowledge acceptance of these terms and conditions and agree to be bound by them. You agree that in the event of expiry, cancellation or invalidity of your M+ Health Program benefits, you will continue to be bound by all obligations and liabilities incurred by you and/or your nominee/s before such expiry, cancellation or invalidity.
- 5.2 Any benefit received or obtained under the Program is subject to MPL's own Fund Rules and terms and conditions.

6. Your obligations, rights and warranties

- 6.1 By request made in writing, you may exchange or vary your selected benefit and/or nominate a nominee at any time in the future. Conditions may apply.
- 6.2 You will be required to provide M+ with a signed direct debit authority, by which you authorise us to debit your nominated account, with any discounted fuel price and/or any other amounts owing pursuant to the use of the BP card and/or with any premium remaining due after the subsidised premium has been paid by us, monthly on the next day following your purchase of private health cover. The calculation of the discounted fuel price and/or subsidised premium will include any transaction fees, other fees and any government taxes and/or charges or any other amounts owing pursuant to your participation in the Program as specified in these terms and conditions. You further agree to do all things necessary to allow the debits under that authority to occur as scheduled or on an alternative day nominated by M+.
- 6.3 If we are unable to debit an amount payable under these terms and conditions from your nominated account, you must pay that amount immediately upon our demand. Amounts received by us will be applied in the following order: interest and fees, enforcement and legal expenses, government charges or duties, amounts due for benefit transactions. Any payment made by you will not be treated as made until the day it is unconditionally credited to us. You must notify us in writing as specified in clause 10.1 immediately of any change to your nominated account details and sign a new direct debit authority if

required by us. We reserve the right, at our absolute sole discretion, to cancel your participation in the Program for any failure by you to pay any amount payable to us either as and when it falls due or upon any demand made by us.

- 6.4 You will be personally liable for any and all expenses, costs, taxes, charges, claims or liabilities of whatever nature arising from the provision or availability of any benefit pursuant to the Program, whether these are provided by us or otherwise.
- 6.5 You must advise us as specified in clause 10.1 of any change of name, address or other details within 7 days of the change being effected. We will not be held responsible or liable for any failure by you to notify us of your change in details.
- 6.6 You warrant that you have not made or attempted to make, any misrepresentations to M+ or the Program Affiliates. You further warrant that you will not act in any way, which is likely to be detrimental to the interests of M+ or the Program Affiliates and that you will not abuse any benefit or arrangements accorded to you as a result of your participation in the Program. You warrant that you will not act in any way, which in our reasonable opinion, breaches or is likely to breach these terms and conditions and you agree to comply with these terms and conditions at all times.
- 6.7 You may nominate a nominee to receive your benefit by completing a nomination form whereby your nominee/s will be the recipient of the benefit in accordance with these terms and conditions. Should you choose this option, you will be required to execute a personal guarantee and indemnity, by means of which you unconditionally agree to be fully liable for any conduct of and credit supplied to your nominee/s.

7. Your acknowledgments, indemnities and consents

- 7.1 You acknowledge that any goods or services obtained as a result of your participation in the Program from a Program Affiliate are exclusive from the services offered by us and you agree to indemnify us against any Program Affiliate failing to deliver on its obligations or commitments, whether expressed or implied, under any benefit provided to you as referred to in clause 7.2 of these terms and conditions.
- 7.2 You agree to indemnify us and our Program Affiliates, affiliates, agents, contractors, officers, directors and employees, from any liability whatsoever resulting from your and/or your nominee/s participation in the Program, against any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained as a result of your and/or your nominee/s participating in or acceptance of any benefit provided under the Program, including product liability (except any liability, which cannot be excluded by law). You agree to release and hold us and our Program Affiliates, affiliates, agents, contractors, officers, directors and employees harmless and indemnify us from any loss or damage you and/or your nominee/s may suffer, arising in connection with your and their participation in the Program.
- 7.3 It is a condition of participation in the Program that you consent to and authorise us to provide the information provided on your application form and other information that you may provide to us and our related body corporates, Program Affiliates, affiliates, insurers, agents, contractors, officers, directors and employees, for the purpose of providing services, including the provision of benefits to you, improving our client services, including by means of research, marketing, product development and planning. This clause is subject to the National Privacy Principles, national and state privacy laws (including the Privacy Act 1988 (Cth)). To arrange access to personal information about you, or to request a copy of the Privacy Policy Statement, or to enquire generally about privacy matters, write to: The Privacy Officer, M+, PO Box 6896, St Kilda Road Central, Melbourne, Victoria 8008.