

Limelight Financial Services
Limited t/a dtr
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DTR Liability Waiver Agreement

This DLW Agreement relates to your easi-own card agreement with us.

Attached to this document is a contract note for a purchase under your easi-own card agreement. In that contract note, you have elected to pay us to provide you with DLW for one or more specified items of secured property (the **specified goods**).

This DLW Agreement includes this document and the contract note. DLW under this DLW Agreement applies only to the specified goods and only in respect of applicable damage or loss (resulting in a write-off).

What if you want to cancel this agreement?

You can cancel this DLW Agreement within 30 days of receiving a copy of it. (This is even better than your statutory right to cancel within 5 working days of receiving a copy.) You can cancel by contacting us using any of the contact details at the top of this DLW Agreement (or any other contact details we've given you). You can also cancel if we don't comply with our obligations to disclose certain information to you under the Fair Trading Act 1986. If you cancel in accordance with the above rights, we'll adjust the applicable finance arrangements under your easi-own card agreement accordingly.

How much does DLW cost?

The DLW fee you pay us for this DLW Agreement, and any excess payable if the specified goods suffer applicable damage or loss, is set out in the contract note. These amounts are charged to your easi-own card account in accordance with your easi-own card agreement.

How long does DLW last?

We agree to provide you with DLW from the date of the contract note up to the security release date, or earlier if you return or pay off the specified goods sooner.

Important: we will only provide you with DLW if you pay on time

We will only provide you with DLW if you make your regular payment commitments on time in accordance with your easi-own card agreement and keep to all the other terms and conditions of your easi-own card agreement and this DLW Agreement.

If you cannot make your regular payment commitments because of financial hardship, you should contact your local branch detailed at the top of this document and arrange alternative payments.

DLW terms and conditions

1. What the words in this agreement mean

In this DLW Agreement, unless the context otherwise requires:

Applicable damage or loss means damage or loss due to lightning, windstorm, flood, smoke, fire, bursting of fixed water installation, burglary or housebreaking, where the specified goods are (in our opinion) a write-off as a result.

Burglary or housebreaking means theft of the specified goods from your address by a person who has entered the residence at the address intending to commit a crime. The person may have entered by deceit or through force or violence. Force or violence is shown by visible marks or damage to the residence's exterior made by tools or other means at the point of entry.

Contract note means the contract note attached to this DLW Agreement.

DLW stands for dtr liability waiver, and means the repayment waiver provided under this DLW Agreement.

DLW excess means, in relation to the specified goods, the amount shown on the contract note together with the description of the specified goods.

DLW fee means, in relation to the specified goods, the fee we charge you for providing DLW, as shown on the contract note.

DLW period means, in relation to the specified goods, the period from the day you purchase the specified goods until the applicable security release date.

Specified goods means each item of secured property in the contract note in relation to which the DLW fee is specified as payable.

Any words defined in your easi-own card agreement, and not defined in this DLW Agreement, have the meanings given to them in your easi-own card agreement.

2. If applicable damage or loss occurs to the specified goods during the DLW period, and you have kept to the terms of this DLW Agreement, we will not require you to pay us the remaining payment commitments due under your easi-own card agreement for the specified goods

2.1 DLW also covers death where evidence of the death is provided to DTR.

2.2 It is important that you check that you do not already have insurance that covers you for these risks

If so, DLW may not be suitable for you.

2.3 We will take into account any rebates to which you are entitled

You may be entitled to a proportionate rebate of the DLW fee (calculated in accordance with the CCCFA) in some circumstances.

2.4 You may need to pay the DLW excess for the specified goods

However, we will not charge you the DLW excess if it is your first report of applicable damage or loss in respect of the specified goods. The total DLW excess payable for each claim will not exceed \$250.00, or such other reasonable limit as we set from time to time (as notified to you).

2.5 You may let us know if you would prefer to continue with the remaining regular payment commitments due under your easi-own card agreement for the specified goods and in this case we may choose to replace the specified goods

We may choose to do this at our sole and absolute discretion. We are under no obligation, and we provide no warranty, guarantee or undertaking, in relation to the replacement of the specified goods in these circumstances.

Any replacement goods will be subject to the terms and conditions of your easi-own card agreement and this DLW Agreement. Replacement goods will be a similar aged model or type with equivalent or better specifications. We are not obliged to replace the goods again, if there is further applicable damage or loss.

If you do not let us know that you would prefer to continue with the regular payment commitments, or if we choose not to replace the specified goods, your easi-own card agreement and this DLW Agreement will each end insofar as it relates to the specified goods.

2.6 You do need to pay the fee and excess and report any applicable damage or loss

For DLW to apply in relation to the specified goods, you must do all of the following:

- a. pay the DLW fee for the specified goods (which will form part of the unpaid balance under your easi-own card agreement on the date you purchase the specified goods)
- b. comply with all the terms and conditions of your easi-own card agreement and this DLW Agreement
- c. obtain a Police Report if we ask for it
- d. supply a copy of the Fire Departments report regarding the fire damage
- e. report any applicable damage or loss to our nearest store within a reasonable time period (no longer than one week)
- f. fully and correctly complete our incident report form, including a statutory declaration, which we will provide when you report the applicable damage or loss
- g. pay us the DLW excess (if applicable) for the specified goods within 30 days of the applicable damage or loss.

2.7 You need to insure any other items of secured property for which you have not paid for DLW, and you may wish to insure against other events to which DLW does not apply

DLW only applies to the specified goods. You are responsible for damage to, or loss of, any other item of secured property for which you have not paid the DLW fee (and in that case you agree in your easi-own card agreement to keep the secured property insured against applicable damage or loss.)

None of the provisions in this DLW Agreement apply if any item of secured property is defective, nor to damage to, or loss of, any item of secured property due to moisture, scratches, mysterious disappearance, vandalism, abandonment, your neglect or intentional acts. Additionally, none of the provisions in this DLW Agreement apply to damage to any item of secured property that does not result in a write-off. You are responsible for (and may buy insurance in case of) damage or loss through such an event.

Any such insurance must be in our name and in your name, and the relevant provisions of your easi-own card agreement will apply.

3. DLW is not the same as insurance

Neither DLW nor this DLW Agreement is the same as insurance. By entering into this DLW Agreement, you are not entering into a contract of insurance with us.