

CREDIT CARD CONDITIONS OF USE





Table of Contents

1.	About us	5
2.	Joint borrowers	5
3.	Additional cardholders	5
4.	Your card	6
5.	The credit limit	7
6.	Debiting your credit card account	7
7.	Replacement cards, and lost or stolen cards	7
8.	Interest	8
9.	Payments	9
10.	Processing payments	10
11.	Fees and charges	10
12.	Statements	10
13.	Daily transaction limits	11
14.	Using your card	11
15.	Linked accounts	12
16.	Recurring payments	12
17.	Digital wallets	13
18.	Cash advances	14
19.	Balance transfers	14
20.	Overseas transactions	15
21.	Changes we can make to your credit card contract	15
22.	Default	16
23.	Enforcement expenses	17
24.	Cancellation or suspension of your card by us	17
25.	Closing your credit card account and terminating your credit card contract	18
26.	Chargebacks	18
27.	Security of cards and PINs	19
28.	Your liability for unauthorised transactions	20
29.	VISA zero liability	22
30.	How to report the loss, theft or unauthorised use of a card or PIN	23
31.	Resolution of errors or disputed transactions	23
32.	BPAY payments	24
33.	General matters	24
34.	Understanding your credit card contract	26
	Things you should know about your proposed credit contract	27

CREDIT CARD CONDITIONS OF USE

These Conditions of Use should be read with the Letter of Offer signed by us.

These Conditions of Use, together with the Letter of Offer, form your *credit card contract*.

This document sets out the rules governing the operation of your credit card account and your use of, and any additional cardholder's use, of your Visa credit card.

You should retain this booklet for future reference, and you should provide a copy to any additional cardholder.

Please contact us if you do not understand or are unsure about any aspect of your *credit card contract*.

If you do not agree to the terms of your *credit card contract*, please contact us on **1300 306 716**, and:

- do not activate, sign or use your card;
- do not use your credit card account;
- cut your card (and any additional cards) in half through the magnetic strip and chip if present and return them to us immediately; and
- destroy the document we send you which sets out your PIN.

CONDITIONS OF USE

1. About us

We are a member of the Customer Owned Banking Association. We undertake that we will comply with the requirements of the Customer Owned Banking Code of Practice where those requirements apply to your dealings with us. The Customer Owned Banking Code of Practice changes from time to time. You can find out more about the Customer Owned Banking Code of Practice by contacting us.

We undertake that we will comply with the ePayments Code where the ePayments Code applies to your dealings with us.

2. Joint borrowers

If there are two or more borrowers, each of you is individually liable, and all of you are jointly liable. This means we may take legal action against any one of you for all the outstanding amounts.

Each borrower can bind each other borrower. For example, any one of you can authorise any transaction or activity in respect of your credit card account. Each borrower will be liable even if they did not know about or agree to the transaction.

IMPORTANT: This means that each one of you can be required to pay the whole amount owing even if you have some other arrangement among yourselves and even if not all of you benefit equally.

Despite this clause 2:

- (a) we may require all borrowers to authorise any activity with respect to your credit card account; and
- (b) we will comply with any request by any one of you:
 - (i) that all borrowers be required to approve any future withdrawals; or
 - (ii) to suspend your credit card account to allow all borrowers time to reach agreement about dispersal of the account funds.

3. Additional cardholders

- 3.1 You may nominate up to two other people over the age of 16 to be an additional cardholder. Any additional cardholder must also be a customer of ours.
- 3.2 We are not obliged to issue any additional card and may impose other conditions in respect of the issuing or use of that card.

- 3.3 If approved by us, any additional cardholder can:
- (a) use your credit card account in the same way that you can; and
 - (b) obtain information about your credit card account, but an additional cardholder cannot close your credit card account, increase your *credit limit*, or nominate another additional cardholder.
- 3.4 The additional cardholder's access to and use of the card and your credit card account is governed by these Conditions of Use. Any additional cardholder is bound by your *credit card contract* in the same way you are.

IMPORTANT: You are responsible to us for the operation by any additional cardholder of your credit card account and any other account linked to your credit card account. You should ensure that each additional cardholder receives a copy of these Conditions of Use and reads and understands them.

- 3.5 You are liable for any use of the additional card and your credit card account by an additional cardholder, and you are liable for any breach of your *credit card contract* by the additional cardholder.
- 3.6 Your credit card account will be debited with all transactions made by any additional cardholder.
- 3.7 You may cancel any additional cardholder's card and authority to use your credit card account at any time by contacting us. We will action your request promptly, but you remain liable for any use of the card before we process its cancellation. If you request us to cancel an additional cardholder's card by phone or in branch, you will not be liable for any losses resulting from unauthorised use of the additional cardholder's card following cancellation. You should endeavour to destroy the additional card or return it to us once you have requested its cancellation.

4. Your card

- 4.1 We will issue you a Visa credit card to use with your credit card account. The card must be activated in accordance with the instructions set out in your Letter of Offer.
- 4.2 Your card must be signed immediately once you receive it. Any additional cardholder must also sign their card.
- 4.3 Each card remains our property. You must return your card and any additional cardholder's card to us if we ask for it.
- 4.4 Your card is only valid up to the expiry date shown on it. You must not attempt to use your card after this date, and you must destroy an expired card and not attempt to use your card after this date.
- 4.5 You must only use your card to perform transactions

on your credit card account and those accounts that we have approved being linked to your card.

- 4.6 Your card must not be used for any unlawful purpose or to pay for any illegal purchase.

5. The *credit limit*

- 5.1 We agree to make available to you credit up to the *credit limit*, subject to any applicable daily transaction limits.
- 5.2 We may reduce the *credit limit* at any time without your consent. We will notify you as soon as practicable after we reduce your *credit limit*.
- 5.3 You are entitled to reduce your *credit limit*, and may ask us to reduce your *credit limit* at any time. We will take reasonable steps to give effect to your request as soon as practicable.
- 5.4 We may only increase your *credit limit* if you ask us to, and if we agree to.
- 5.5 Transactions made by you must not exceed your *credit limit*. You must pay to us any amount owing in excess of the *credit limit* promptly after our demand.
- 5.6 We may dishonour any transaction on your credit card account which would cause you to exceed your *credit limit*.
- 5.7 If we authorise a transaction that causes your *credit limit* to be exceeded, we are not agreeing to an increase in your *credit limit*.

6. Debiting your credit card account

- 6.1 You authorise us to debit your credit card account for all transactions authorised by you or any additional cardholder, including:
- (a) purchases;
 - (b) cash advances;
 - (c) balance transfers;
 - (d) direct debits authorised by your card;
 - (e) fees and charges;
 - (f) government charges;
 - (g) enforcement expenses incurred by us enforcing your *credit card contract*; and
 - (h) any other transactions permitted by us, at our discretion.
- 6.2 Unless otherwise specified in your *credit card contract*, you are liable for all amounts we debit to your credit card account.

7. Replacement cards, and lost or stolen cards

- 7.1 You or an additional cardholder may order a replacement card at any time by contacting us. A fee may apply for issuing the replacement card – see your Letter of Offer.

- 7.2 We may automatically issue a replacement card to you and any additional cardholder without notifying you before we do so. The use of any replacement card is subject to these Conditions of Use.
- 7.3 You must immediately report any lost or stolen card to us by calling us on freecall 1800 653 326 within Australia, or 011 61 3 6421 4461 from overseas.

8. Interest

8.1 Your interest rate

The Letter of Offer sets out the initial annual percentage rate(s) applicable to your credit card account. Interest rates are variable and may be changed by us at any time without your consent (acting reasonably). We will notify you of any change we make to the annual percentage rate.

Each statement also sets out the annual percentage rate(s) that applies during the statement period.

8.2 Calculation of interest

We calculate interest on purchases, balance transfers and cash advances separately. Unpaid fees and charges incur interest at the same rate as purchases.

We calculate interest on your credit card account on a daily basis by applying the applicable interest rate to the unpaid balance owing to us (taking into account any interest free periods) at the end of each day. The applicable interest rate will be the applicable interest rate for that category of debit divided by 365.

8.3 Interest free periods

The Letter of Offer specifies whether or not an interest free period applies to purchases made using your card.

If an interest free period applies, you do not pay any interest on purchases during the interest free period provided that:

- (a) you paid the closing balance shown on the statement by the due date shown on the statement issued immediately before the date of the purchase; and
- (b) you pay the closing balance shown on the statement by the due date shown on the statement that records that purchase.

If the conditions in this clause 8.3 are not met, interest will be payable on the unpaid balance from the day after the due date, and on each new purchase from the date of the purchase.

Example: You pay the full closing balance, not just the minimum amount payable, by the due date in February. Your purchases in your March statement and all following statements will enjoy the interest free period so long as you pay the closing balance in full for each subsequent month. If you do not, interest will run on the unpaid balance from the day after the due date, and on each new purchase from the date of the purchase. The interest free period will only restart in respect of purchases after the date on which you pay the closing balance in full.

8.4 Debiting interest charges

Interest charges will be debited to your credit card account on the last day of each calendar month, regardless of whether or not that day is a *business day*.

Interest debited to your credit card account will be added to the outstanding balance of your credit card account, and will accrue interest at the same rate according to the applicable interest rate for that category of debit.

8.5 Credit balances

No interest is payable to you if your card account has a credit balance.

9. Payments

- 9.1 You must pay the minimum repayment amount shown on your statement each month by the due date. You can make additional payments at any time (up to the full amount of the closing balance).
- 9.2 You must also pay us any amount owing in excess of your *credit limit* promptly after our demand.
- 9.3 The minimum repayment amount shown in your monthly statement may include any overdue amount from the previous statement period(s).
- 9.4 A reversal or refund of charges to your credit card account reduces the account balance but is not treated as a payment by you to your credit card account.
- 9.5 All payments to us must be made in Australian currency.
- 9.6 You must make payments to us by using the methods we reasonably specify from time to time, which may include by direct debit from another account, or by transferring funds to your credit card account.
- 9.7 Payments to your credit card account are allocated as reasonably determined by us from time to time and in accordance with any applicable law or code of practice. You must make payments without deducting, setting off or counterclaiming any money you think we owe you for any reason.

9.8 If you have more than one account with us, and your credit card account is in arrears while any of those other accounts have funds available to be drawn, we may appropriate from one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.

10. Processing payments

- 10.1 We will record payments to us as at the date that they are actually received by us, and we will record debits as at the day the transaction is initiated. Transactions may actually be posted to your credit card account at a later date.
- 10.2 Acting reasonably, we may assign any date we consider appropriate to a debit or credit to your credit card account or may adjust any debit or credit for the purposes of correction.
- 10.3 We may apply any payment, credit, refund or reversal to your credit card account in such order as we reasonably determine.

11. Fees and charges

- 11.1 You agree to pay us:
- (a) all the fees and charges set out in the Letter of Offer as varied from time to time; and
 - (b) all government taxes and other charges incurred in respect of any transactions on your credit card account.
- 11.2 You authorise us to debit those fees and charges to your credit card account in accordance with the Letter of Offer.
- 11.3 Unpaid fees and charges debited to your credit card account will incur interest daily at the same rate that applies to purchases (except no interest free period applies).

12. Statements

- 12.1 We will provide you a statement for your credit card account each month unless:
- (a) there has been no activity on your credit card account; and
 - (b) your credit card account does not have an outstanding balance; or
 - (c) the law provides that we do not have to.
- 12.2 You may request a statement at any time, but we may charge a fee for providing a duplicate or additional statement.
- 12.3 If you are registered for internet banking, you will receive statements electronically. When you register for internet banking, you consent to us giving you statements electronically, and you acknowledge:
- (a) we will no longer send you paper statements; and

(b) you should regularly check your nominated email address for statements.

12.4 You should check all entries on your statement carefully and notify us promptly of any error or unauthorised transaction. See clause 28 for more information about unauthorised transactions.

13. Daily transaction limits

13.1 We may, at our discretion, impose a daily transaction limit on the amount you can withdraw in cash (a 'cash advance') from your credit card account.

13.2 All other transactions will be limited to the available funds.

13.3 We may vary the daily transaction limits applicable to your *credit card contract* at any time.

13.4 Australia Post offices displaying the Bank@Post symbol may have other restrictions on the amount of cash that may be withdrawn. Suppliers, BPAY billers and other institutions may impose additional restrictions and/or limits on the use of your card.

14. Using your card

14.1 The display by a *supplier* or financial institution of material relating to the Visa card scheme is no guarantee that your card will be accepted by them.

14.2 Some transactions need authorisation from us before they can proceed. We may choose not to authorise a transaction. Once a transaction is authorised, it cannot be stopped.

14.3 Once authorisation for a transaction is obtained, it will reduce the amount of available funds in your credit card account. If the transaction is not completed, the amount of available funds in your credit card account may continue to be reduced for up to nine *business days* after the authorisation is obtained.

14.4 Use of your card is an irrevocable instruction to us to process the transaction. We are unable to alter or stop payment of a transaction prior to processing. Because your instructions to us to debit your credit card account and pay another person will be regarded as being final and irrecoverable once processed, you must contact the *supplier* with any disputes regarding incorrect charges. See clause 31 for more information about disputing transactions.

14.5 We are not responsible for goods or services obtained using your card unless the law makes us liable. Any complaint about those goods and services must be addressed to the *supplier* of those goods and services.

IMPORTANT: We are not responsible or liable for any goods or services you purchase with your card. If you have a complaint about those goods or services, you must contact the *supplier* directly.

- 14.6 When completing a transaction using your card, you must ensure that the details are correct before you authorise the transaction. By signing a voucher or entering your PIN, you are indicating your agreement that the transaction amount is correct.
- 14.7 The amounts shown on any sales voucher or withdrawal slip is sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates. You should retain any vouchers or receipts issued for your records.
- 14.8 We have the right to decline to accept your authorisation for any transaction if we have any reason to doubt the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.
- 15. Linked accounts**
- 15.1 We may allow you or any additional cardholder to link your card to a nominated account for the purposes of operating that account.
- 15.2 You or any additional cardholder may use your card and PIN to access your linked account and obtain cash or make transactions on that account.
- 15.3 Access to a linked account by you or any additional cardholder is governed by the terms and conditions that apply to that account and not these Conditions of Use. These Conditions of Use are in addition to and do not replace the terms and conditions for any linked account.
- 15.4 You acknowledge that, by linking an account to your card, you increase the risk of loss for which you could be liable if the card is used without your knowledge or consent.
- 16. Recurring payments**
- 16.1 You may at any time authorise a *supplier* to debit your credit card account at regular intervals pursuant to a direct debit authority or similar periodic authority to pay for goods or services they provide to you. This is known as a 'recurring payment arrangement'.
- 16.2 You should keep a record of any recurring payment arrangement you enter into with a *supplier* and any correspondence you have with the *supplier*.
- 16.3 We will act promptly to cancel a recurring payment arrangement linked to your credit card account if you ask us to do so. You should also notify the *supplier* with whom you have the recurring payment arrangement if the arrangement been cancelled.
- 16.4 If your card number changes, your credit card account closes, or your card is lost, stolen or cancelled, you must contact the *supplier* to provide alternative payment details to ensure that the

arrangements continue. If you do not do so, your recurring payments may not be honoured by us, which may cause the *supplier* to stop providing the goods and/or services to you.

17. Digital wallets

- 17.1 This clause 17 sets out the terms that apply to any use of your card in a *digital wallet*, if available. You may use a *digital wallet* to make contactless payments from your card on your device.
- 17.2 You may load your card into a *digital wallet* on your device, and you may then make contactless payments from your card on your device using the *digital wallet*.
- 17.3 Your ability to register your card in a *digital wallet* is at our reasonable discretion.
- 17.4 When you add your card to a *digital wallet*, you are agreeing to the terms in this clause 17.
- 17.5 There may be additional terms and conditions imposed by the *digital wallet provider*, or the provider of a mobile device or telecommunications service, and you are also required to comply with those terms.
- 17.6 We do not guarantee that any or all *suppliers* will accept payment using the *digital wallet*. We are not liable for any loss or inconvenience incurred as a result of the refusal of any *supplier* to accept payment in this way.
- 17.7 We are not the provider of the *digital wallet* and are not responsible for the use, functionality or availability of the *digital wallet*. You must contact the *digital wallet provider* if you have questions or concerns about the *digital wallet*.
- 17.8 You must take reasonable steps to prevent unauthorised access to your device and your *digital wallet*, and you must notify us immediately if your device, *digital wallet* or pass code is lost, stolen or compromised.
- 17.9 We may exchange your information with other service providers (including the *digital wallet provider*) in order to facilitate any purchase you initiate using your *digital wallet*.
- 17.10 We may suspend or cancel the ability to use your card to make payments using a *digital wallet* at any time, and we will notify you afterwards if we do so. In particular, we may suspend or cancel your ability to use your card with a *digital wallet* if we consider it reasonably necessary to prevent loss to you or us, including for security reasons and if there is suspected fraud.

18. Cash advances

- 18.1 A cash advance occurs when you:
- (a) use an ATM to access cash from your credit card account using your card; or
 - (b) transfer money from your credit card account to another account.
- 18.2 You may be able to obtain cash advances using your card and PIN at an ATM, over the counter at a Bank of us Retail Store, from Australia Post offices displaying the Bank@Post symbol, and from Australian or overseas VISA outlets. You cannot obtain a cash advance by pressing the 'Credit' button at an EFTPOS terminal when using your card.
- 18.3 There is no interest free period for cash advances.
- 18.4 A fee may apply if you obtain a cash advance – see your Letter of Offer.
- 18.5 Individual ATMs may not have money available, and may not accept your card. If an ATM does not return your card, you should contact us.
- 18.6 Cash advances are subject to your daily transaction limit and the specific conditions of the ATM. When completing a transaction, you must ensure that the details are correct prior to authorisation, and you should retain any receipt or voucher issued for your records.

19. Balance transfers

- 19.1 At our discretion, we may accept requests by you to transfer to your credit card account balances of \$500 or more from another non-Bank of us credit card or store card. Balance transfer requests by additional cardholders will not be accepted.
- 19.2 We will not allow balance transfers if:
- (a) the balance you wish to transfer relates to credit cards or store cards issued outside Australia;
 - (b) you are in default under your *credit card contract*; or
 - (c) the account from which you wish to make the balance transfer is in default at the time of your request.
- 19.3 If the amount you wish to transfer would cause you to reach or exceed your *credit limit*, we may, at our discretion, only transfer such an amount so that the balance of your card account will reach 95% of your *credit limit*.
- 19.4 Payments to your nominated card issuer will usually be made within 14 *business days* of approving your request or activation of your card, whichever is later. We are not responsible for any delay in processing any balance transfer request. You remain responsible for any other payments due on your nominated account in accordance with the terms and conditions

that apply to that account and for closure of that account (if requested by us).

- 19.5 A request for a balance transfer may be refused by us at our discretion.
- 19.6 We will treat any balance transfer processed as a purchase for the purpose of the calculation of interest (except that no interest free period applies).

20. Overseas transactions

- 20.1 You may be able to use your card overseas at any ATM or bank branch displaying the VISA logo. Transactions made overseas using your card may take longer than normal to be processed to your card account and appear on your statement.
- 20.2 Overseas transaction amounts are converted into Australian dollars by VISA International at a conversion rate chosen by VISA International at, plus a conversion fee – see your Letter of Offer.
- 20.3 Use of an overseas ATM or bank is subject to their terms and conditions.
- 20.4 A fee may be charged by the foreign institution when you use your card at an ATM or bank overseas.

21. Changes we can make to your *credit card contract*

IMPORTANT: We can make changes to this credit card contract at any time. In making any changes, we will act reasonably. We will endeavour to give you reasonable notice of changes, but we reserve the right to make immediate changes to interest rates.

- 21.1 Acting reasonably, we may change or vary any term of your *credit card contract* at any time without your consent, including:
- (a) changing the annual percentage rate;
 - (b) changing the amount, frequency or time for payment of repayments;
 - (c) changing the amount, frequency or time for payment of any fee or charge;
 - (d) introducing a new fee or charge;
 - (e) changing the method of calculating or debiting interest;
 - (f) changing the transaction limits; and
 - (g) making any other reasonable change.
- 21.2 You will be notified of any change or variation to your *credit card contract* in accordance with any requirement of the National Credit Code or any other applicable law or code of practice on or before the day the change takes effect. For example, we will give:
- (a) notice of an increase in the annual percentage rate no later than the day on which the increase is to take effect;

- (b) at least 20 days written notice if we increase charges, change your liability for losses for transactions, or make any other change to this *credit card contract* which increases your obligations or reduces the time for any payment; and
- (c) at least 20 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited, or the imposition of a new fee or charge.

21.3 We will give you notice of any change to your *credit card contract* either in writing (including electronic means) or by publishing a notice in a major newspaper. If notified by newspaper, the change will also be confirmed in your next statement of account. You may not be notified of changes which reduce your obligations. Any variation will take effect from the date specified in the notice of change we give you.

21.4 If you are not satisfied with any change or variation to your *credit card contract*, you may close your credit card account in accordance with clause 25.

22. Default

IMPORTANT: The events which may cause you to default under your *credit card contract* are listed below. You may default even if you have made all your payments. If you are in default, we may cancel your card and require repayment of the balance outstanding.

22.1 You will be in default under your *credit card contract* if:

- (a) you fail to pay any money to us when due;
- (b) you become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law; or
- (c) any information you gave to us in relation to your *credit card contract* is found to be materially untrue or misleading.

22.2 If you are in default under your *credit card contract*, we may take any of the following actions:

- (a) Suspend your card and any additional cardholder's card.
- (b) Cancel your card and any additional cardholder's card.
- (c) Require repayment of the outstanding balance of your credit card account and all other money payable under your *credit card contract* after giving you at least 30 days notice of the default.

22.3 If you do not pay the minimum repayment for a statement period by the due date, we may elect not

to provide any further credit to you until your credit card account is brought up to date and you satisfy any other requirements we reasonably impose.

- 22.4 Our rights under your *credit card contract* are unaffected by any delay in exercising those rights, or by it giving you any time or other indulgence, except to the extent those rights are waived by law.

23. Enforcement expenses

IMPORTANT: If you default under your *credit card contract*, enforcement expenses may be payable. This means that you may have to pay any of our reasonable collection expenses, and any other internal or external costs we reasonably incur as a result of your default.

- 23.1 Enforcement expenses may become payable by you if you default under or breach your *credit card contract*. We may debit your credit card account with our enforcement expenses at any time after they are incurred.
- 23.2 Enforcement expenses include collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching or defaulting under your *credit card contract* (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).
- 23.3 Enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).
- 23.4 You indemnify us from and against any expense, loss, loss of profit, damage or liability which we incur as a consequence of a breach of or default under this *credit card contract*, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

24. Cancellation or suspension of your card by us

IMPORTANT: We may suspend your card at any time without notice. We may cancel your card at any time without notice if you are in default or if we consider it reasonably necessary to prevent loss to you or us.

- 24.1 In addition to our rights on default as set out in clause 22, we may suspend or cancel your card or an additional cardholder's card (or both) at any time without prior notice. In particular, we may suspend or cancel a card if we consider it reasonably necessary to prevent loss to you or us, including for security reasons and if there is suspected fraud.
- 24.2 If we cancel a card, you must ensure that it is either returned to us (cut in half through the magnetic strip and chip if present for protection) or destroyed.

- 24.3 If we cancel or suspend a card, we will notify you promptly afterwards and, if appropriate, give you reasons for doing so. We may also block or terminate access to your credit card account.
- 24.4 If we cancel or suspend a card under this clause 24, you must continue paying the minimum repayment amount shown on each statement issued after the cancellation or suspension. Interest, fees and charges, and government charges will continue to be charged to your credit card account.
- 24.5 You indemnify us against any loss or damage you or an additional cardholder may sustain as a result of your card or an additional cardholder's card being cancelled or suspended.
- 25. Closing your credit card account and terminating your credit card contract**
- 25.1 You may close your credit card account and terminate your *credit card contract* at any time by giving us notice in writing. We will take reasonable steps to give effect to your request as soon as practicable.
- 25.2 Before we close your credit card account and terminate your *credit card contract*, you must repay any outstanding balance of your credit card account plus any interest and fees and charges owing but not yet debited. Your obligations under your *credit card contract* will continue, and interest, fees and charges, and our reasonable enforcement expenses will continue to be chargeable, until the outstanding balance of your credit card account is reduced to zero.
- 25.3 Once your credit card account is closed, you must return your card to us (cut in half through the magnetic strip and chip if present for protection), and you must cancel any recurring payments to your credit card account.
- 25.4 You will continue to be responsible for any transactions made before we fully process the closure of your credit card account.
- 26. Chargebacks**
- 26.1 In some circumstances, you can request a reversal (a 'chargeback') of a transaction if you have a dispute with a *supplier* about it.
- 26.2 If you believe that you are entitled to a chargeback, you must notify us as soon as possible because there are time limits for chargebacks. Once these time limits have expired, any chargeback rights may be lost. If the ePayments Code applies to the transaction, the time limits of the ePayments Code may apply instead of those of the Visa card scheme.
- 26.3 If you notify us in time, and we are satisfied that you are entitled to a chargeback, we will credit your credit card account for the amount initially debited for the transaction. However, the *supplier* also has rights to have the transaction further investigated and re-debited if appropriate.

27. Security of cards and PINs

27.1 It is very important that you keep your card and PIN secure and ensure that any additional cardholder also does so. If you fail to follow the security recommendations set out below, you may be liable for any unauthorised use of the card.

You and any additional cardholder must:

- (a) sign the back of the card immediately on receipt using a ballpoint pen;
- (b) always keep the card in a safe secure place and check regularly to ensure that it has not been lost or stolen;
- (c) not let anyone else see you entering your PIN;
- (d) when a transaction is complete, ensure you have your card and any receipt; and
- (e) not permit any other person to use the card;

27.2 In order to protect your PIN, you and any additional cardholder must not:

- (a) choose a PIN which is clearly associated with the user such as a birth date, post code, phone number or car registration number, or which represents a recognisable part of their name;
- (b) choose a PIN which has an easily retrieved combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB, or ABCD);
- (c) write or in any way indicate the PIN on the card even if disguised;
- (d) keep a record of the PIN on any item normally carried with or stored with the card (such as a device) without making a reasonable attempt to disguise it;
- (e) allow any person to see the PIN being entered; or
- (f) disclose the PIN to anyone.

It is not a reasonable attempt to disguise the PIN if a user records the PIN:

- (a) as a telephone number where no other numbers are recorded;
- (b) amongst other numbers and letters with any of them marked to indicate the PIN;
- (c) in reverse order;
- (d) as a telephone number or name in its correct sequence;
- (e) disguised as a date or any amount; or
- (f) in an easily understood form.

- 27.3 You must notify us immediately as soon as you realise or suspect that anyone else knows your PIN, or that your card is lost, stolen or used without your permission, contact us immediately. See clause 30 for further information.
- 27.4 If you realise or suspect that anyone else knows your PIN or we will ask you to select a new PIN. If you don't select a new PIN when asked, we may suspend your card until you do so.

IMPORTANT: There are some situations in which you may be liable for unauthorised transactions made using your card or on your credit card account. Read the below provisions carefully.

28. Your liability for unauthorised transactions

Your liability for unauthorised transactions on your credit card account will be determined in accordance with this clause 28 and the ePayments Code. This clause 28 does not apply to any transaction carried out by a cardholder or by anyone else with a cardholder's knowledge and consent.

- 28.1 You are liable for all transactions carried out in respect of your credit card account with the knowledge and consent of the cardholder.

28.2 When you are not liable

You will not be liable for transactions:

- (a) that you or any additional cardholder did not contribute to, or you or any additional cardholder were not aware of and could not have known about;
- (b) when they are caused by the same transaction being incorrectly debited more than once to your credit card account;
- (c) which took place before you or any additional cardholder received any relevant card or PIN;
- (d) that are caused by the fraudulent or negligent conduct of our employees or agents, a third party *supplier* company involved in our networking arrangements, or merchants or their employees or agents;
- (e) which relate to a card or PIN which is forged, faulty, expired or cancelled;
- (f) that occur after you inform us that your card or PIN has been lost or stolen, or that the security of the PIN has been breached;
- (g) which relate to any of your original or reissued PINs or cards that are forged, faulty, expired or cancelled;
- (h) which result from an unauthorised transaction that can be made using an identifier (such as an account number) without a card or PIN.

28.3 When you will be liable

You will be liable for loss incurred when we can prove on the balance of probability that the loss resulted from you:

- (a) acting fraudulently; and
- (b) breaching any of the security terms set out in clause 27.

Your liability will extend to the total loss suffered before you report the loss, theft or misuse of your card, or breach of the security of your PIN, to us, but you will not be liable for any portion of the losses:

- (a) incurred on any one day which exceeds the daily transaction limit applicable to the card;
- (b) incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- (c) that exceeds the balance of your credit card account during the period; or
- (d) incurred on any account which we and you had not agreed could be accessed using the card and/or PIN.

28.4 Liability for unreasonably delaying notification

If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification of the misuse, loss or theft of a card, or that the security of your PIN has been breached, you are liable for the actual losses which occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we are actually notified, except for:

- (a) any portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to the card; or
- (b) any portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
- (c) any portion of the losses that exceeds the balance of your credit card account during the period; or
- (d) any portion of the losses incurred on any account which we and you had not agreed could be accessed using the card and/or PIN.

28.5 When you will have limited liability

Where a PIN was required to perform the unauthorised transaction, and it is unclear whether you have contributed to the loss caused by an unauthorised transaction, the amount of your liability will be limited to the least of:

- (a) \$150;
- (b) the balance of the credit card account from which value was transferred in unauthorised transactions and which we and you have agreed may be accessed using the card and/or PIN; and
- (c) the actual loss at the time we were notified that the card has been misused, lost or stolen, or that the security of your PIN has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit).

28.6 Liability when leaving your card in an ATM

You are liable for losses from unauthorised transactions if they result from you leaving your card in an ATM as long as the ATM incorporates reasonable safety measures to mitigate the risk of a card being left in the ATM.

28.7 Liability when using your card without a PIN

You will not be liable for an unauthorised transaction on your credit card account where the transaction does not require the use of a PIN or card, but only an identifier (such as an account number). When a transaction can be made using only a card, or a card and an identifier, you will only be liable if you unreasonably delay reporting the loss or theft of the device.

28.8 Liability caused by equipment malfunctions

You are not responsible for any loss from a transaction at a terminal where our investigations show that the loss is directly caused as a result of terminal malfunction and the claim is substantiated by investigation. In these circumstances, we will correct the loss by making the appropriate adjustment to your credit card account.

If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment, and you should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:

- (a) the correction of any errors on your card account; and
- (b) the refund of any charges or fees imposed as a result.

29. VISA zero liability

29.1 In addition to the limits placed on your liability pursuant to the ePayments Code and as described above, the Visa card scheme rules provide that you will not be liable for any unauthorised transaction on your card if:

- (a) the unauthorised transaction was not effected at an ATM (this will include transactions effected prior to notification to us of the unauthorised transaction, or lost or stolen card);
- (b) you have not contributed to any loss caused by unauthorised use of your card; and
- (c) you have provided all information and documentation reasonably requested by us, which may include provision of a statutory declaration and police report.

29.2 If you are not liable for an unauthorised transaction under the Visa card scheme rules, we will endeavour to refund the amount of the unauthorised transaction(s) within five days, provided that:

- (a) you have provided all information and documentations reasonably requested by us;
- (b) you not otherwise in default or breach of your *credit card contract*; and
- (c) we have not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transaction based on:
 - (i) the conduct of the credit card account;
 - (ii) the nature and circumstances surrounding the unauthorised transaction; or
 - (iii) any delay in notifying us of the unauthorised transaction.

29.3 Any refund is conditional upon the final outcome of our investigation of the unauthorised transaction and may be withdrawn by us if we reasonably consider that this clause 29 should not apply as a result of those investigations.

30. How to report the loss, theft or unauthorised use of a card or PIN

30.1 If you believe that your card or any additional cardholder's card has been misused, lost or stolen, or that the PIN has become known to someone else, you must immediately phone 1800 653 326 from within Australia, or 011 61 3 6421 4461 from overseas. These numbers are available 24 hours a day 7 days a week. If the hotline is not available when you try and call the number, please report the loss, theft or misuse to us as soon as possible.

31. Resolution of errors or disputed transactions

31.1 If you believe that a transaction on your credit card account is incorrect or unauthorised, or that your statement contains any errors or unauthorised transactions, you must immediately notify us.

You must supply us with the following information:

- (a) your name, account number and card number (or that of any additional cardholder, if applicable);
- (b) the transaction you think is unauthorised or incorrect;
- (c) an explanation as to why you think it is an unauthorised transaction or incorrect; and
- (d) the amount of the transaction.

31.2 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will inform you of the procedures for further investigation and resolution and may request further relevant details from you.

31.3 If we find that an error was made, we will make the appropriate adjustments to your credit card account, including interest and charges (if any), and we will advise you in writing of the amount of the adjustment.

31.4 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your card or PIN, we will:

- (a) give you copies of any documents or other evidence we relied upon; and
- (b) advise you in writing whether or not there was any system or equipment malfunction.

31.5 If we cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

32. BPAY payments

You may make BPAY payments from your credit card account. For the terms and conditions applicable to BPAY payments, refer to the Account and Access Facility Conditions of Use (which is available from any Bank of us Retail Store or via our website).

33. General matters

33.1 Change of name/address

You must tell us promptly if you change your name, address, or other contact details.

33.2 Notices

Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to your *credit card contract* by:

- (a) giving it to you personally;

- (b) leaving it at or posting it to your residential or business address last known to us;
- (c) electronic means to your electronic address last known to us; or
- (d) any other means permitted by law.

33.3 Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

33.4 Assignment

IMPORTANT: We may disclose information about you to any third party involved in an actual or proposed assignment, novation or dealing by us under your *credit card contract*, and that disclosure may be in a form that may enable that third party to identify you.

We may at any time assign, novate or otherwise deal with our rights and obligations under your *credit card contract*, and any document or agreement entered into or provided under or in connection with your *credit card contract* in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with your *credit card contract* and any document or agreement entered into or provided under or in connection with your *credit card contract*. Any dealing with our rights does not change your obligations under your *credit card contract* in any way. You cannot assign or otherwise deal with your rights or obligations under your *credit card contract*.

33.5 Waiver

A failure or delay by us to exercise in whole or part any right or power under your *credit card contract* does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.

33.6 Severability

If any provision of your *credit card contract* is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.

33.7 National Credit Code application

If the National Credit Code applies to your *credit card contract* and if that code would otherwise make any provision of this agreement illegal, void or unenforceable, or a provision of your *credit card contract* would otherwise contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, your *credit card contract* is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.

33.8 Applicable law

Your *credit card contract* is governed by the laws in force in Tasmania. You and we submit to the non-exclusive jurisdiction of the courts of that place.

34. Understanding your credit card contract

34.1 Words with special meanings

In the Conditions of Use, words printed in italics are defined as follows:

business day means any day other than a Saturday, Sunday or a public or bank holiday in Tasmania.

credit card contract means the credit contract entered into by you and us which incorporates these Conditions of Use and includes any variations of that contract. Your Letter of Offer and these Conditions of Use together comprise your *credit card contract*.

credit limit means the amount specified in your Letter of Offer (as varied from time to time).

device means any mobile device which contains near field communication technology and the minimum required operating system, including a smartphone, tablet, watch or other device deemed eligible for use with a *digital wallet*.

digital wallet means a mobile application which enables you to make transactions using your card or card details through a mobile device (such as a smartphone or tablet), including contactless payments at an electronic funds transfer point of sale terminal and online purchases.

digital wallet provider means the person who operates the *digital wallet* (for example, Apple in respect of Apple Pay).

supplier means any person authorised by you to debit your credit card account for payment of goods and/or services purchased from a *supplier* using your credit card account.

34.2 General interpretation

In your *credit card contract*, a reference to:

- (a) a reference to a person or to a party to your *credit card contract* includes their successors and assigns;
- (b) the singular includes the plural and vice versa;
- (c) a document includes any variation or replacement of it; and
- (d) a reference to a person includes any other entity recognised by law.

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, the AFCA 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 has to 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 your 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 terminated 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 advance 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at info@afca.org.au, or in writing to 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.

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 the 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.

GENERAL

15. What do I do if I can not 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 –
- To extend the term of your contract and reduce payments; or
 - To extend the term of your contract and delay payments for a set time; or
 - To delay payments for a set time.
16. What if my credit provider and I can not 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 AFCA scheme. Further details about this scheme are set out below in question 18.
17. Can my credit provider take action against me?
Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.
18. 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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT INFO@AFCA.ORG.AU, OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

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





Bank *of us.*

Tasmania | Community | Customer

1300 306 716 | bankofus.com.au

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