

Effective 1 March 2022.

# Credit Cards.

Terms and Conditions.

# For all Beyond Bank Australia Credit Cards

## Terms and Conditions, Information Statement and Credit Guide

### Contents:

<b>Important Information</b> .....	<b>3</b>
<b>Terms and Conditions</b> .....	<b>4</b>
1. Definitions .....	4
2. The Contract.....	8
3. Access Products.....	8
4. Account Activation, Card Security and Liability .....	9
5. Additional Cardholders .....	13
6. Credit Limit .....	14
7. Codes of Practice .....	15
8. Using the Account .....	15
9. Authorisation by us .....	18
10. Standing Authorities .....	18
11. Credit Card Acceptance .....	18
12. Balance Transfers .....	19
13. Interest Rates .....	20
14. Interest .....	20
15. Fees and Charges.....	21
16. Using the Card for International Transactions .....	22
17. Statements .....	22
18. Payments .....	23
19. Application of Payments.....	24
20. AutoPay Facility.....	24
21. Default.....	25
22. Closure of the Account and Cancellation of Cards by Us .....	26
23. Closure of the Account and Cancellation of the Card by You .....	26
24. When the Account is Closed or a Card is Cancelled .....	27
25. Change of Address.....	27
26. Changes to The Terms of the Contract.....	27

27.	Notices and Electronic Communications .....	28
28.	Card Renewal.....	29
29.	No Waiver .....	29
30.	Assignment .....	29
31.	Evidence .....	29
32.	National Credit Code .....	30
33.	Your Privacy .....	30
34.	Security .....	30
35.	Error or Dispute Resolution .....	32
36.	Internet, Mobile and Telephone Banking .....	34
37.	<b>BPAY</b> .....	44
38.	Regular Payment Arrangements .....	47
	<b>Information Statement .....</b>	<b>48</b>
	<b>Credit Guide.....</b>	<b>53</b>

## **Important Information**

The credit and all cards are offered to you on the terms set out in the Schedule and these Terms and Conditions (which together form the credit card contract between you and us). These terms govern the use of the cards and all transactions on the account. In the event of any inconsistency between these Terms and Conditions and the Schedule, the Schedule will prevail.

Please read the Schedule and these Terms and Conditions carefully. You should also read the Information Statement “Things you should know about your proposed credit contract” and the Credit Guide which are included in this document following the Terms and Conditions.

If you have any questions concerning these documents, please contact us.

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in the Schedule.)

These Terms and Conditions take effect on and from 1 March 2022, except as otherwise advised in writing, and replace all credit card Terms and Conditions previously issued.

# Terms and Conditions

## 1. Definitions

In these Terms and Conditions and the Schedule:

**access code** means the pass code you use to access internet banking or telephone banking.

**access product** means a method authorised by us for your use and accepted by us as authority to access your account and includes, but is not limited to, any combination of a card, account number, card number, expiry date, PIN and password, or cheque.

**account** means the account we set up to record transactions under the contract.

**account holder** means the Borrower(s) named in the Schedule.

**additional cardholder** means a person you nominate and to whom we issue an additional card.

**annual percentage rate** means the annual percentage rate or rates set out in the Schedule and, if varied, the rate(s) as varied.

**ATM (Automatic Teller Machine)** is an electronic terminal which we advise can be used to obtain a cash advance with the use of the card and PIN.

**AutoPay** is a regular monthly payment to your account from a transaction or savings account with us.

**available credit amount** means the amount obtained by subtracting from the credit limit:

- a) the negative (debit) balance (if any) of the account at that time;
- b) any uncleared funds that have been applied to the account (if any); and
- c) the amount of all authorised transactions not yet debited to the account (if any).

**balance transfer** means a transfer to the account, in accordance with clause 12, of an amount from a credit or charge account held by you or any other person with another credit provider in Australia.

**biller** means an organisation which tells you that you can make payments to it using BPAY.

**BPAY®** means the electronic payment scheme called BPAY Payments operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY, either via telephone or internet access or by any other method approved by us from time to time.

**BPAY payment** means a payment transacted by us on your behalf using BPAY.

**BPAY processing day** means any day which is not a Saturday or Sunday or public holiday in Melbourne and Sydney.

**business day** means any day which is not a Saturday, Sunday or public holiday.

**card** means a credit card we issue to you or to any additional cardholder for use on the account.

**card details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**cardholder** means you or any additional cardholder.

**cash advance** means a transaction on the account which results in you receiving actual cash (whether at a branch or via an electronic terminal or by other means) and includes:

- a) a purchase of “quasi-cash” items such as gambling chips or travellers cheques;
- b) a funds transfer or payment from the account to another financial institution account held by you, or to an account held by a third party with us or another financial institution; and
- c) a direct debit from the account when the direct debit is processed using your account or customer number instead of a card number.

**charge** means an amount debited to the account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

**contract** means the contract between you and us, comprising these Terms and Conditions and the Schedule.

**credit limit** means the credit limit for the account set out in the Schedule and, if varied, the credit limit as varied.

**cut-off time** means the time advised to you, prior to you confirming the payment instructions, by which your payment instructions must be received by us in order for those instructions to be processed that business day by BPAY or by us for any other payment or transfer instructions.

**delinquent account** means the status of the account when you have not met the payment conditions under the contract.

**due date** means the date identified in a monthly statement of account as the date on which the monthly repayment is due.

**eftpos terminal** is an electronic terminal which we advise can be used to make purchases with the use of a card.

**electronic equipment** includes, but is not limited to, an electronic terminal, computer, television and telephone.

**electronic terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the card and PIN to conduct an electronic transaction and includes, but is not limited to, an ATM and eftpos terminal.

**electronic transaction** means a payment, funds transfer or cash advance transaction initiated using electronic equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

**identifier** means information that a cardholder must provide to perform a transaction and which the cardholder knows but is not required to keep secret, such as an account number or a serial number.

**inactive account** means an account that has not had any transactions or payments for a period of 24 months.

**merchant** means a business which accepts the card as payment for goods and services.

**minimum monthly payment** means the amount determined in accordance with clause 18.2 below. It will be included in the "Minimum Payment" amount in your statement of account.

**mistaken internet payment** means a payment instructed by a 'user' (as defined by the ePayments Code):

- a) through a 'Pay Anyone' internet or mobile banking facility (such as our 'Make Payment' facility) and processed by two ADIs which have subscribed to the ePayments Code through direct entry where funds are paid into the account of an unintended recipient due to the user entering or selecting an account or BSB number not belonging to the intended recipient; or
- b) that is an NPP payment which, as a result of the user's error, is directed to the wrong account.

**National Credit Code** means the National Credit Code set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth).

**NPP** means the New Payments Platform owned and operated by or for NPP Australia Limited.

**NPP payment** means a transfer of funds cleared and settled through the NPP (including Osko payments).

**Osko** means the Osko payment service provided by BPAY Pty Ltd.

**Osko payment** means a transfer of funds processed using Osko.

**PayID** means a unique identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP payments.

**pass code** means a PIN or any other password or code that the user must keep secret and which may be required

to authenticate an electronic transaction or the user. It does not include a security number printed on a card.

**PIN** means the Personal Identification Number which is issued to a cardholder by us for use with a card at an ATM or eftpos terminal, except in clause 36 where it has a different meaning.

**purchase** means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the account and includes an order made for goods or services which are not taken. This includes:

- a) Transactions made at an eftpos terminal by pressing the 'credit' button;
- b) Transactions made online or over the phone using a 16-digit card number;
- c) Bill payments made using a 16-digit card number; and
- d) BPAY payments.

**regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your account at predetermined intervals (eg monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

**Schedule** means the Schedule, including the Financial Table, which we have provided to you with these Terms and Conditions. It forms part of your contract with us.

**transaction** means a transaction on your account, including withdrawing cash from an ATM, purchasing goods and/or services from merchants, and making a payment via the internet or telephone using the card details.

**unauthorised** means without the knowledge or consent of a user.

**unpaid daily balance** means the unpaid balance of the account (being the excess of all amounts debited over all amounts credited to the account) at the end of each day.

**user** means you, any additional cardholder and any other individual authorised by you and us to perform transactions.

**we, us, our or the credit provider** means Beyond Bank Australia Ltd ABN 15 087 651 143 AFSL/Australian Credit Licence 237856.

**you, your** means the account holder. If there is more than one account holder, each is liable jointly and severally under the contract.

Words and phrases have the same meaning as in the National Credit Code.



## **2. The Contract**

You will accept our offer and be bound by the contract when you, or a person authorised by you, first uses the account (ie when the credit offered is first accessed or drawn down to incur a liability).

## **3. Access Products**

3.1. Access products allow you to access the credit provided by us under the contract. They include the following:

- cards
- automatic payments (direct debits, periodic payments and quick debits)
- telephone banking (Account Information Line and via phone 13 25 85)
- internet banking
- mobile banking
- TEXT ME! – SMS Banking Service

### **3.2. Obtaining an Access Product:**

You may apply for an access product in accordance with these Terms and Conditions. Accepting your application, and allowing you to use an access product in relation to the contract is at our discretion.

### **3.3. Cancelling Access Products:**

- a) You may cancel or suspend your or any additional cardholder's access to an access product at any time by contacting us. You can cancel some access products in internet banking.
- b) We may cancel an access product, or your or any additional cardholder's access to an access product, at any time without providing notice to you:
  - for security reasons;
  - if we consider your or any additional cardholder's use of the access product is objectionable or inappropriate;
  - if the account balance exceeds the credit limit under the contract;
  - if the access product becomes inactive; or
  - if you breach the terms of the contract.
- c) We may, at any time, cancel an access product, or your or any additional cardholder's access to an access product, for any other reason by giving you 20 days written notice. The notice does not have to specify the reasons for the cancellation.
- d) Your or any additional cardholder's access to an access product in relation to the contract

will be terminated when we notify you that your access has been cancelled or your account with us has been closed.

- e) You will be liable for any transactions made by you or any additional cardholder using an access product before the access product is cancelled even if the transaction is not posted to your account until after cancellation of the access product.

#### **3.4. Cancelled Cards:**

- a) A card always remains our property.
- b) If you or we terminate the contract, any cards issued to you and any additional cardholder will be cancelled.
- c) If you or we cancel a card, you must immediately securely destroy or return the card to us. We can demand a card's return including by capture of the card at any EFT Terminal.
- d) You must not use a card or allow any additional cardholder to use the card after the card has been cancelled. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.
- e) You must also securely destroy or return to us all cards when your account is closed.

#### **4. Account Activation, Card Security and Liability**

- 4.1. A card can only be used if the account to which it relates has been activated and the card has been signed by the cardholder. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.
- 4.2. The account is a single account for all cards which may be issued under the contract.
- 4.3. An account will be activated when you do one of the following:
  - a) telephone us to activate the account;
  - b) tell us to activate the account when we telephone you; or
  - c) give us your written instruction to activate the account.
- 4.4. You must sign your card as soon as you receive it and before you use it. You must also ensure that each additional cardholder signs his or her card as soon as it is received and before it is used.
- 4.5. Subject to these Terms and Conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You

must ensure that all cards are used in accordance with these Terms and Conditions.

- 4.6. We will provide a PIN to use the card with certain electronic equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the card. We may also give you or allow you to select another pass code for transactions. You must keep any pass code secret. Please refer to clause 34 for more requirements and guidelines in relation to security.
- 4.7. A user must notify us immediately on becoming aware that a card is lost, stolen or used without your authority, or that a pass code has become known to someone else (or the user suspects that it has become known to someone else) by:
- a) telephoning the Visa Card 24-hour toll free hotline in Australia on the numbers listed below; or
  - b) telephoning our Contact Centre on (Australia) 13 25 85 (available Monday to Friday 8.00am to 8.00pm and Saturday 9.00am to 3.00pm ACST).

VISA CARD HOTLINE

Australia wide toll free

1800 648 027

From overseas

+61 2 8299 9101

- 4.8. If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, a user must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card or breach of pass code security:
- a) with us by telephone or priority paid mail as soon as possible; or
  - b) by telephoning the VISA Card Hotline number for the country the user(s) is/are in, which must be obtained from us prior to departure (see clause 16).
- 4.9. We will acknowledge the notification by giving a reference number that verifies the date and time we were contacted. Please retain this number as evidence of the time of contacting us.
- 4.10. If for any reason the hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction during this period which could have been prevented had the hotline been available, provided we are notified within a

reasonable time of the hotline becoming available again.

- 4.11. Delay in notifying us may increase your liability.
- 4.12. You are not liable for losses arising from an unauthorised electronic transaction:
  - a) where it is clear that a user has not contributed to the loss;
  - b) caused by the fraud or negligence of:
    - employees or agents of us;
    - any third party involved in networking arrangements; or
    - any merchant or their employee or agent;
  - c) caused by the same transaction being incorrectly debited more than once to the same account;
  - d) caused by a forged, faulty, expired or cancelled card, identifier or pass code;
  - e) caused by an electronic transaction which does not require pass code authorisation that occurred before receipt of the card;
  - f) caused by an electronic transaction which requires pass code authorisation that occurred before receipt of the pass code by the user;
  - g) arising from an unauthorised electronic transaction that can be made using an identifier without the card or pass code; or
  - h) arising from an unauthorised electronic transaction that can be made using the card, or the card and an identifier, but without a pass code, if you do not unreasonably delay reporting the loss or theft of the card.
- 4.13. If there is a dispute about whether a user received a card or pass code:
  - a) it is presumed that the user did not receive it, unless we can prove that the user did receive it;
  - b) we can prove that the user did receive it by obtaining an acknowledgment of receipt from the user; and
  - c) we may not rely on proof of delivery to the correct mailing address or electronic address of the user to prove that the user did receive it.
- 4.14. Where we can prove on the balance of probability that a user contributed to a loss from an unauthorised electronic transaction through fraud, or breaching the pass code security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the card or breach of pass code security is reported to us or the VISA Card Hotline. However, you are not liable for the portion of losses:

- a) incurred on any one day that exceeds any applicable daily transaction limit on your account;
  - b) incurred in any period that exceeds any applicable periodic transaction limit on your account;
  - c) that exceeds the balance on your account, including any pre-arranged credit; or
  - d) incurred on any account that you and we had not agreed could be accessed using the card or identifier and/or pass code used to perform the electronic transaction.
- 4.15. You are liable for losses arising from unauthorised electronic transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 4.16. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised electronic transaction by unreasonably delaying reporting the misuse, loss or theft of a card, or that the pass code security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen card), and when the security compromise was reported to us or the VISA Card Hotline. However, you are not liable for the portion of losses:
- a) incurred on any one day that exceeds any applicable daily transaction limit on your account;
  - b) incurred in any period that exceeds any applicable periodic transaction limit on your account;
  - c) that exceeds the balance on your account, including any pre-arranged credit; or
  - d) incurred on any account that you and we had not agreed could be accessed using the card and/or pass code used to perform the electronic transaction.
- 4.17. Where a pass code was required to perform an unauthorised electronic transaction and clauses 4.15, 4.16 and 4.17 do not apply, your liability is the least of:
- a) \$150;
  - b) the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the card, or of the breach of pass code security (except that portion of the loss that

exceeds any daily or periodic transaction limits applicable to the use of your card or your account); or

c) the balance of your account.

- 4.18. If a user reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 4 for an amount greater than your liability if we exercised any rights under the rules of the VISA credit card scheme at the time the report was made against other parties to the scheme (for example, charge-back rights).
- 4.19. You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with a user's instructions. If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.
- 4.20. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 4.21. For a transaction that is not an unauthorised electronic transaction, if a card or pass code is used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to the credit limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA credit card scheme against other parties to that scheme.

## **5. Additional Cardholders**

- 5.1. We may issue a card to any person you nominate, provided that person is at least 16 years of age and satisfies our identity verification requirements for complying with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
- 5.2. All transactions effected or authorised by an additional cardholder will be treated as having been authorised by you and you will be responsible for them.
- 5.3. You must ensure that each additional cardholder receives a copy of the contract, reads it and protects their card and PIN and any other pass code in the same way as the contract requires you to protect your card and PIN and any other pass

code. If an additional cardholder does not comply with the contract, you will be liable to us.

- 5.4. You acknowledge and agree that any additional cardholder can:
  - a) operate the credit card account in the same way that you can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive a card); and
  - b) access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.
- 5.5. You can at any time revoke the authority of an additional cardholder to operate the account by telling us in writing. We will then cancel the additional cardholder's card. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the additional cardholder after we receive your instructions to revoke their authority.

## **6. Credit Limit**

- 6.1. Subject to clause 6.3, we agree to make available to you credit up to the credit limit set out in the Schedule. You can ask us to increase the credit limit at any time but we are not required to agree. It will be increased only at your request or with your consent.
- 6.2. The credit limit is the maximum amount of credit you may obtain on the account. The account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately.
- 6.3. We may refuse to provide further credit, or reduce or cancel the credit limit, at any time, whether or not you are in default under the contract and without prior notice to you. Unless you are in default under the contract, we will advise you as soon as practicable after we do so.
- 6.4. We will debit transactions on the account against any positive (Cr) balance before reducing the available credit amount.
- 6.5. The credit limit does not change simply because we debit an amount to the account that causes the account balance to exceed the credit limit.
- 6.6. You may, at any time, reduce the credit limit to any amount that equals or exceeds the minimum credit limit for your contract by:

- making a repayment sufficient to reduce the account balance so that it is equal to or less than the proposed reduced credit limit (if necessary); and
- requesting that we reduce your credit limit to the proposed reduced credit limit.

## **7. Codes of Practice**

- 7.1. We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us.
- 7.2. You may obtain general descriptive information about our products and services from us on request.

## **8. Using the Account**

- 8.1. The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase, or for any gambling or gaming transactions.
- 8.2. **Gambling transactions:**
  - a) We may block or refuse to process any gambling transaction on your account without incurring any liability to you.
  - b) A gambling transaction is any transaction identified by us as being for gambling or gaming purposes. We are generally only able to identify a transaction with a merchant as a gambling transaction based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (ie the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be identified by us as gambling transactions, even though such transactions are not for gambling or gaming purposes. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. Similarly, we may not identify a transaction as a gambling transaction even though the transaction is for gambling or gaming purposes (eg BPAY® transactions or cash withdrawals).
  - c) Nothing in this clause imposes any obligation on us to decline a gambling transaction or



limits your liability to us in respect of any gambling transactions processed to your account.

- 8.3. Some merchants and financial institutions may impose a lower maximum and/or a minimum amount on electronic transactions.
- 8.4. Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.
- 8.5. If we make balance transfers available, you may request a balance transfer in accordance with clause 12.
- 8.6. You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:
  - a) using a card, alone or together with your PIN, at any electronic terminal;
  - b) presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction;
  - c) providing the card details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or on-line; or
  - d) using any other access product we make available for you to use with your account.
- 8.7. A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- 8.8. When a transaction is authorised by a cardholder:
  - a) the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
  - b) you agree that we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; and
  - c) you agree to pay (in Australian dollars) the amount of that transaction.
- 8.9. If you have been issued with a VISA PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your card against the contactless reader.

- 8.10. Payments using the PayWave functionality can only be made at participating merchants. If your purchase is equal to or over AU\$100, you'll also need to sign or enter a PIN.
- 8.11. The VISA and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your VISA PayWave transactions as your other VISA card transactions.
- 8.12. We may at our discretion set and vary limits (maximum and minimum) for cash withdrawals, access products, each transaction using an access product, cumulative transactions using an access product (including transactions for the account and any other accounts you have with us), and account balances.
- 8.13. Without limiting the above we may set dollar limits for:
- a) cash withdrawals;
  - b) internet and telephone banking transfers and batch payments; and
  - c) BPAY.
- 8.14. The following standard transaction limits apply to our accounts and access products unless we have agreed or notified you otherwise:

	Limit per day
All transactions using a card at ATMs, Bank@Post, eftpos or any other electronic terminal	\$1,500
Daily Visa authorisation limit for Visa Merchant purchases (exc. Visa purchases with cashout)	\$10,000
Daily Visa authorisation limit for Visa payWave transactions	\$1,200
BPAY transactions	\$10,000
Transfers to another financial institution using internet or mobile banking	\$5,000
Transfers between accounts with us and where payment made using a PayID	\$5,000
Transfers between accounts with us where payment made using a BSB and account number	\$5,000

Prior arrangements may be made, at our discretion, to increase the above limits either at a branch or by contacting us.

- 8.15. On some occasions, the daily limits may need to be reduced (eg if there is a technical fault).
- 8.16. You acknowledge that third party organisations, including merchants, may impose additional

restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **9. Authorisation by us**

- 9.1. We may choose at any time not to authorise a transaction, where this is required for security or credit risk purposes. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to do so.
- 9.2. Once we authorise a transaction we will reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated until the merchant who requested the authorisation has withdrawn the request (which may take 5 business days or more).

## **10. Standing Authorities**

- 10.1. You can, at any time, authorise another person (a third party), pursuant to a periodic authority, to debit the account.
- 10.2. To cancel such an authority, you should notify the third party according to any arrangements between you and the third party. You may also notify us.
- 10.3. In some circumstances, if the account number changes, the account is closed, a card is lost, stolen, or cancelled, and you fail to provide alternative payment details (for example, your new account number) to the third party, we may stop processing the debit transactions, after giving notice to the third party, and this may cause the third party to stop providing you the goods and services.

## **11. Credit Card Acceptance**

- 11.1. Financial institutions and merchants displaying the VISA symbol will normally honour your card. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with a credit card.
- 11.2. The price the merchant charges for goods and services purchased using the card may vary from the price a merchant charges for the same goods and services purchased with cash.
- 11.3. Unless required to do so by law (for example, by the consumer guarantees that services will be rendered with due care and skill and will be fit for their purpose), we do not accept any liability for:

- a) any financial institution or merchant displaying a VISA symbol who refuses to accept or honour a card, does not allow cash advances or imposes limits or conditions on use of a card; or
- b) goods and services purchased with a card. However, you are generally entitled to reverse or charge back a transaction where the transaction has been effected using the card or by providing the card details to acquire goods or services and you have a dispute with the merchant (for instance, the merchant has not provided you with the goods and/or services you paid for and you have tried to get a refund and were unsuccessful). Chargebacks are governed by the operating rules applicable to the VISA credit card scheme.

11.4. Please contact us for more information about your chargeback rights.

11.5. Any complaints about goods and services purchased with a card must be resolved directly with the merchant concerned.

## **12. Balance Transfers**

12.1. We will process the balance transfers in the order that you request them and we will not be responsible for any delay or charges in connection with processing a request for a balance transfer. You should continue to make payments to your existing credit card accounts as any remaining balances will be your responsibility.

12.2. Unless we indicate otherwise, a minimum balance transfer amount of \$500 applies.

12.3. Unless we indicate otherwise, we will allow balance transfers up to your available credit limit.

12.4. We can process additional balance transfers provided the minimum for each is \$500 and the total of all outstanding balance transfers does not exceed your available credit limit.

12.5. Additional cardholders cannot apply for a balance transfer.

12.6. Upon expiry of the specified period for which the agreed annual percentage rate applies to a balance transfer, unless we indicate otherwise, the outstanding balance of the balance transfer (including any related interest) will attract interest at the prevailing annual percentage rate for purchases.

12.7. You may request us to transfer to the account the outstanding balance of a credit or charge account

held by a cardholder or any other person with another credit provider, provided that the account is not delinquent. We may refuse a request for a balance transfer at our absolute discretion.

### **13. Interest Rates**

The annual percentage rate or rates that apply to the account are stated in the Schedule. Different Annual Percentage Rates may apply to different parts of the account balance, depending upon the types of transactions they represent. A "daily percentage rate" is calculated by dividing the applicable annual percentage rate by 365. If a change is made to an annual percentage rate, you will be notified in accordance with clause 26.

### **14. Interest**

14.1. You agree to pay us interest in accordance with this clause 14 and you authorise us to debit it to the account.

#### **14.2. Interest-Free Purchases:**

If the Schedule refers to a potential interest-free period in relation to purchases, for any day on which your account is interest-free eligible at the end of the day, we will not charge interest on that part of the unpaid daily balance of the account that relates to purchases. Whether your account is interest-free eligible is determined as follows:

- a) When we first make the account available to you the account is interest-free eligible.
- b) The account will cease to be interest-free eligible if and when you fail to pay the closing balance stated on a statement of account in full by the due date for the statement of account.
- c) If the account ceases to be interest-free eligible, it will become interest-free eligible again (from the end of the day on which the payment is made) if and when you pay the amount that is the closing balance of the account on the last day of the latest completed statement period (even if you have not yet received your statement of account for that statement period) excluding the outstanding amount of any balance transfer that has not yet reached the expiry of its specified period for which an agreed annual percentage rate applies.

#### **14.3. Cash Advances:**

There is no potential interest free period for cash advances. Cash advances incur interest in accordance with clause 14.4 from the date the

transaction is posted to your account until the date the transaction is paid in full.

**14.4. Calculation of Interest:**

Subject to clause 14.2, we will calculate interest daily by applying each daily percentage rate to that part of the unpaid daily balance of the account to which it applies, and then adding the amounts so calculated. We will debit the interest so calculated to the account monthly on the last day of each statement period. We may also debit interest on the day the account is closed.

**14.5. Default Interest:**

If a Default Rate of Interest is stated in the Schedule, you must pay us default interest in addition to interest if you do not make a repayment when it is due. We will calculate default interest daily by multiplying the overdue amount by the daily default percentage rate. The daily default percentage rate is the Default Rate of Interest divided by 365.

**14.6. Interest on Deposits:**

We will not pay you interest on any positive (credit) balance on the account.

**15. Fees and Charges**

15.1. You must pay us the fees and charges in the amounts and at the times set out in the Schedule, as required by the contract or as notified under clause 26. We may debit them to the account and they will appear in your statement of account.

15.2. You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of a card or any transaction in relation to the account.

15.3. You must pay the "Annual Card Fee" referred to in the Schedule (as varied from time to time). The Annual Card Fee will be debited to the account at the end of the month in which the account is activated and then annually thereafter until the account is closed and is paid in full (except where the Schedule otherwise provides). No refund of the fee, or any part of it, is payable when the account is closed.

15.4. Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 16.1.

15.5. All fees and charges debited to the account will be payable by you in accordance with clause 18.

## **16. Using the Card for International Transactions**

- 16.1. The card can be used to make a purchase or obtain a cash advance (either in a foreign currency or Australian dollars) while overseas, or in Australia when the Merchant is overseas, or the Financial Institution or entity processing the transaction is located overseas.
- 16.2. All transactions processed overseas on the card will be converted into Australian dollars by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government-mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).
- 16.3. All transactions processed overseas on a VISA card are subject to an International Transaction Fee. This fee will be collected by Cuscal, with 1.0% payable to us, 1.0% retained by Cuscal and 1.0% paid to Visa International. The amount of this fee is subject to change from time to time and we will advise you in advance of any such change in accordance with clause 26.
- 16.4. Some overseas merchants and automatic teller machines charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 16.5. Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- 16.6. Before travelling overseas, you or an additional cardholder should consult us to obtain VISA Card Hotline telephone numbers for the country of destination/s.
- 16.7. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **17. Statements**

- 17.1. Account statements provide a record of all transactions made on your account for the statement period. You may elect to receive account statements either electronically as

eStatements or as paper statements through the post.

- 17.2. We will provide you with an account statement each month.
- 17.3. Each debit and credit to the account takes effect on the date we assign to it which may not be the date on which it is processed, and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.
- 17.4. You should check each statement of account and tell us in a timely manner if there are any errors, discrepancies or unauthorised transactions on your account.
- 17.5. If we give you an account statement as an eStatement, we will make it available for you to access in internet banking instead of sending you paper statements at your postal address.
- 17.6. The eStatement, along with other information and notices that would normally accompany a paper statement, will be provided in a PDF format and can be viewed, saved and printed from internet banking. We will send you an email when your eStatement is available to view.
- 17.7. To receive eStatements you must:
  - be registered for internet banking;
  - be registered for either secure SMS or Security Token second tier security;
  - have provided a preferred email address and agree to inform us if that email address changes; and
  - have a current PDF viewer to view eStatements.
- 17.8. Historical eStatements will be retained for seven years from the statement date.

## **18. Payments**

- 18.1. You must pay us the balance of the account, and all other amounts payable by you under this contract, on demand by us. Until we make such a demand, you must pay us immediately upon receipt of a statement of account:
  - a) the amount (if any) by which the closing balance exceeds the credit limit; and
  - b) the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as “overdue amount” in the statement of account).
- 18.2. Until a demand is made by us under clause 18.1, you must also pay us, by the due date stated in the statement, the minimum monthly payment (if any) for the month in respect of which the



statement of account is issued, calculated as described in the Schedule.

- 18.3. Each statement of account will include all amounts payable under clause 18.1 and 18.2 in the "Minimum Payment" amount on the statement.
- 18.4. You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 18.1 and 18.2.
- 18.5. A payment of the account can only be made in Australia and in Australian dollars.
- 18.6. If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to the account in Australia in your absence.
- 18.7. For the purpose of this clause 18, a reversal or refund of charges to the account is not a payment to the account.
- 18.8. A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the due date. (The proceeds of any payment made by cheque or other instrument or through the Bank@Post system will not be available to increase the available credit amount until honoured.)
- 18.9. Payments required under the contract must be received by 5pm Central Standard Time or Central Daylight Saving Time (as the case may be) on the due date. If the due date is not a business day, the payment must be made by 5pm on the last business day immediately before the due date.
- 18.10. If your cheque or other payment instrument is not honoured in full when first presented or if a payment through the Bank@Post system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee referred to in the Schedule.

## **19. Application of Payments**

We will apply payments we receive on your account first to amounts owing which attract the highest annual percentage rate and then to the next highest interest rate and so on.

## **20. AutoPay Facility**

- 20.1. You can nominate the AutoPay to be a fixed amount, the minimum monthly repayment or the full outstanding balance of your credit card. This will be paid on the due date.

- 20.2. Maintaining the repayments on your credit card remains your responsibility. This includes ensuring there are sufficient funds available in your transaction or savings account to satisfy the amount you choose to AutoPay. You may contact us to make any repayment alterations as needed.
- 20.3. Fees, Charges, Terms and Conditions may apply to the account from which the AutoPay is taken. These are in addition to the Terms and Conditions detailed in this document.

## **21. Default**

- 21.1. You will be in default under this contract if you:
- a) fail to pay us any payment due under this contract when it is due;
  - b) exceed the credit limit;
  - c) fail to comply with your obligations under clauses 4, 5, 6, 8, 14, 15 or 18 of these Terms and Conditions; or
  - d) give us incorrect or misleading information in connection with this contract.
- 21.2. If you default we may (subject to clause 21.3):
- a) cancel all cards;
  - b) require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
  - c) exercise any other rights that the law gives us; and
  - d) require you to pay us on demand reasonable enforcement expenses we reasonably incur. Enforcement expenses include expenses we incur in enforcing our rights, attempting to enforce our rights, performing any of your obligations which you have failed to perform, protecting our rights, waiving our rights, considering the enforcement of our rights and sending you demand letters or default notices. They also include any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this contract.
- 21.3. Our right to take enforcement action against you under clause 21.2 may be subject to a requirement of the National Credit Code that we first give a notice allowing you at least 30 days from the date of the notice to remedy the default. If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another of the same type. If you do not comply with the notice, if we are

not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under clause 21.2.

- 21.4. If an obligation to pay us an amount under the contract becomes merged in a court order or judgment, you must pay us interest on that amount daily until paid at the highest rate of interest applying to our VISA Credit Cards at that time.

## **22. Closure of the Account and Cancellation of Cards by Us**

- 22.1. We reserve the right to close the account at any time.
- 22.2. We may close the account without prior notice if:
- a) we believe that use of a card or the account may cause loss to you or to us or where required for security or credit risk purposes;
  - b) the account is inactive; or
  - c) the credit limit has been exceeded. (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the credit limit has been exceeded.)
- 22.3. Unless you are in default or we have previously given you notice to that effect, we will give you written notice as soon as possible after we close your account.
- 22.4. If the account is closed, all cards issued in relation to the account will be cancelled.
- 22.5. We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us or where required for security or credit risk purposes. If we do so, we will give you written notice as soon as possible afterwards.

## **23. Closure of the Account and Cancellation of the Card by You**

- 23.1. You may terminate the contract at any time by:
- a) repaying the account balance, any debit transaction that does not yet form part of the account balance, and any interest that has accrued but not yet been charged to the account; and
  - b) requesting that we close the account.
- 23.2. If you request that we close the account and you are required to make a payment in order to do so to satisfy the requirements under clause 23.1(a), we will tell you the amount that you are required to pay.

- 23.3. If the account is closed, all credit cards issued in relation to the account will be cancelled.
- 23.4. In accordance with clause 5.5, you may request us to cancel the card of an additional cardholder.

## **24. When the Account is Closed or a Card is Cancelled**

- 24.1. When we cancel a card, including when you request it:
  - a) we will confirm the cancellation;
  - b) the card must not be used; and
  - c) the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed (which includes destroying the card chip and rendering the card number and expiry date undiscernible).
- 24.2. If the account is closed, including when you terminate the contract:
  - a) all cards must not be used;
  - b) all cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
  - c) you must pay the minimum monthly payment each month if an outstanding balance remains, or the outstanding balance if we demand it;
  - d) your obligations under the contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
  - e) you should cancel all periodic debit authorities which apply to the account.
- 24.3. If the account has a positive (credit) balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of your accounts with us.

## **25. Change of Address**

You must tell us promptly if you change your address.

## **26. Changes to The Terms of the Contract**

- 26.1. We may change any of the terms of the contract (including, without limitation, the transaction limits and fees and charges applicable to your card or account or an access product) at any time without your consent by giving notice of the change to you at or before the time the change takes effect.
- 26.2. When your card or account or an access product is used to access credit we make available to you

under the contract after we notify you of any such change, you are deemed to have accepted that change and your use of any card, the account or an access product will be subject to those changes.

- 26.3. We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:
- a) notice of an increase in an annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
  - b) at least 20 days written notice if we:
    - (i) increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
    - (ii) increase your liability for losses for electronic transactions;
    - (iii) impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment;
    - (iv) change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment;
    - (v) make any other change to the contract which increases your obligations or reduces the time for any payment;
    - (vi) change the manner in which interest is calculated or the frequency with which it is debited; or
    - (vii) impose a new fee or charge.
- 26.4. To the extent permitted by law, we are not required to give you advance notice of:
- a) a reduction or cancellation of daily card limits for electronic transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
  - b) other changes to the Terms and Conditions; where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- 26.5. We will supply information on current interest rates and fees and charges on request.

## **27. Notices and Electronic Communications**

We may give you information and notices in relation to the contract and any related card, account and access products in any way allowed

by law and, where it applies, the ePayments Code. This may include by:

- post, to your last known residential or postal address;
- if you are registered for internet banking, notification or message sent to you within internet banking;
- if you have downloaded our mobile banking app, notification or message sent to you within the app;
- publishing on our website and notifying you that the information or notice is available and how you can access it;
- email;
- SMS; or
- where we consider it appropriate, media advertisement.

## **28. Card Renewal**

We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this contract.

## **29. No Waiver**

Our rights under this contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

## **30. Assignment**

We may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment.

## **31. Evidence**

- 31.1. You agree that a sales voucher or other record of a transaction provided by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.
- 31.2. You also agree that a statement given by us stating the amount of the outstanding balance of the account, or any other amount recorded on the account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

## **32. National Credit Code**

If any provision of the contract is invalid or unenforceable under the National Credit Code, it is to be severed from the contract without affecting the validity of the remainder.

## **33. Your Privacy**

- 33.1. The protection of your privacy and maintaining confidentiality of your personal information is important to us. We are committed to complying with the Privacy Act 1988 (Cth), the Australian Privacy Principles set out in the Act, applicable Codes of Practice and other laws and codes affecting your personal information.
- 33.2. We have a Privacy Policy that explains how and why we collect, use, store and disclose personal information. If you do not provide us with personal information we request, or provide us with incomplete or inaccurate personal information, it may not be possible to provide you with a product, or access product, process your transactions, or resolve a complaint or disputed transaction if one arises.
- 33.3. You consent to us disclosing your personal information to third parties where doing so is necessary for us to process your instructions in relation to an account or access product (for example to Cuscal Limited or BPAY Pty Ltd in order to process a transfer or payment).
- 33.4. We also collect personal information about any additional cardholders you nominate.
- 33.5. You may have access to the personal information we hold about you at any time by asking us.
- 33.6. For more details of how we handle personal information, please refer to our Privacy Policy and Statement.

## **34. Security**

- 34.1. A user must not voluntarily disclose a pass code (this includes a PIN) to anyone, including a family member or friend.
- 34.2. A user must not write or record a pass code on the card, or keep a record of the pass code on anything carried with the card or liable to loss or theft simultaneously with the card, unless the user makes a reasonable attempt to protect the security of the pass code.
- 34.3. If a card is not needed to perform an electronic transaction, a user must not keep a written record of all pass codes required to perform electronic transactions on one or more articles liable to be lost or stolen simultaneously, without making a

reasonable attempt to protect the security of the pass code.

- 34.4. A reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
- a) hiding or disguising the pass code record among other records;
  - b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found;
  - c) keeping a record of the pass code record in a securely locked container; or
  - d) preventing unauthorised access to an electronically stored record of the pass code record.
- 34.5. A user must not be extremely careless in failing to protect the security of a pass code. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.



## **Security guidelines**

The security of your credit card is very important. The following guidelines provide examples of security measures and will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such transactions will be determined in accordance with the ePayments Code.

- Sign the card as soon as you receive it.
- Keep the card in a safe place.
- Never write the PIN on the card.
- Never write the PIN on anything which is kept with or near the card.
- Never lend the card to anybody.
- Never tell or show the PIN to another person.
- Use care to prevent anyone seeing the card number and PIN being entered at electronic equipment.
- Immediately report the loss, theft or unauthorised use of the card.
- Keep a record of the card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority.
- Immediately notify us of any change of address.
- Destroy the card on the expiry date by cutting it diagonally in half.

## **35. Error or Dispute Resolution**

- 35.1. If you have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should contact us promptly on the telephone numbers listed at the end of this document, as set out in our communication (including statements of account) with you or by visiting one of our branches.
- 35.2. To assist with our investigations you will need to provide the following information:
- a) your name, address, customer number, card number and account details;
  - b) details of the transaction, charge, refund or payment in question;
  - c) the details of any error believed to have occurred on a statement of account; and
  - d) the amount of the suspected error or disputed transaction, charge, refund or payment.

- 35.3. We may require you to confirm in writing the details of any error which you believe has occurred in relation to a transaction, charge, refund or payment, or to a statement of account.
- 35.4. We will investigate your complaint and, if unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 35.5. Within 21 days of receipt from you of the details of your complaint we will complete our investigation and advise you in writing of the results, or advise you in writing that we require further time to complete our investigation.
- 35.6. We will complete our investigation within 30 days of receiving your complaint, unless there are exceptional circumstances.
- 35.7. If we are unable to resolve your complaint within 30 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 35.8. If we find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 35.9. When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Terms and Conditions and (if applicable) the ePayments Code and advise you of any adjustments we have made to your account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).
- 35.10. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card or PIN, we will give you copies of any documents or other evidence we relied upon, and advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- 35.11. If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of

the amount of a disputed transaction as compensation.

- 35.12. If we resolve your complaint by exercising our rights under the operating rules applicable to the VISA credit card scheme, different time limits may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

### **36. Internet, Mobile and Telephone Banking**

- 36.1. This clause 36 applies to your use of, or access to, the account using internet banking, mobile banking or telephone banking if you have registered for Internet, mobile or telephone banking.

- 36.2. In this clause 36:

**PIN** means the personal identification number set by you in our mobile banking application to sign into the application or authorise a transaction.

- 36.3. **Security Risks:**

- a) It is critical that you protect your access code and PIN, and safeguard yourself against unauthorised use of internet, mobile or telephone banking. If you have access to internet banking, you can also update the status of your card to Lost or Stolen in the 'Update Card Status' section of 'Card Services'.
- b) You may be liable for unauthorised use of your access code or PIN. You should gain an understanding of your liability and ways in which you can minimise the risk of a security breach.

## **Guidelines for Ensuring Security in Internet, Mobile and Telephone Banking**

You should follow these guidelines to protect against unauthorised use of internet, mobile or telephone banking. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised transactions. Liability for such transactions will be determined in accordance with these terms and conditions and the ePayments Code.

- Change the default access code as soon as you receive it.
- Make sure the access code or PIN does not represent your birth date, your membership number or a recognisable part of your name.
- Never write the access code or PIN down.
- If you keep a record of your access code or PIN:
  - disguise it so it is not identifiable as an access code or PIN;
  - never write it on anything which is kept with or near the telephone or computer, with your membership number, or in your mobile phone or tablet.
- Never tell or show the access code or PIN to another person.
- Use care to prevent anyone overhearing or seeing your access code or PIN when you enter it.
- Take care using computers in public places.
- Always log off after using internet or mobile banking.
- Immediately report the loss, theft or unauthorised use of an access code or PIN to us.

### **36.4. Protecting Your Access Codes:**

- a) You must keep your access code and PIN confidential. You must not tell or show your access code or PIN to another person or allow it to be seen by another person, including your family and friends.
- b) When you change the access code or PIN, you must not select one which represents your birth date, membership number, a recognisable part of your name or a consecutive string of numbers (eg '1111'). If you do use an obvious access code or PIN, such as a name or date of birth, you may be liable for any losses which occur as a result of unauthorised use of the access code or PIN before notification to us it has been misused or has become known to someone else.

- c) Do not record the access code or PIN or keep a record of it on anything which is kept with or near the telephone, computer, mobile phone or tablet unless reasonable steps have been taken to carefully disguise it or to prevent unauthorised access to that record.
- d) You must take reasonable steps to prevent unauthorised access to your accounts by:
  - (i) taking steps to prevent another person hearing or observing you entering your access code or PIN; and
  - (ii) always logging off internet or mobile banking and exiting the internet or mobile banking page before leaving the computer or mobile phone unattended.

**36.5. Lost, Stolen or Misused Access Codes:**

- a) If you lose or forget your access code or PIN, or suspect or become aware that your access code or PIN is no longer confidential, you should immediately notify us by phone or, if outside our Contact Centre's operating hours, by email.
- b) We will recognise the time and date your email was received by us as the official notification time of your loss of confidentiality of your access code or PIN.
- c) On receipt of your notification, your access code or PIN will be cancelled and no transactions, authorisations or account enquiries will be permitted via internet, or mobile or telephone banking until a new access code or PIN is used.
- d) For internet or telephone banking, we will arrange for a replacement access code to be issued. For mobile banking you will need to register a new PIN by first using your membership number and internet banking access code.
- e) Alternatively, if you have access, you can immediately change your internet banking access code via internet banking or your PIN via mobile banking. You can also update the status of your card to Lost or Stolen in the 'Update Card Status' section of 'Card Services', if you have access to internet banking.

**36.6. Transactions:**

- a) When we make a payment on your behalf we are not acting as your agent or the agent of the payee to whom the payment is directed.

- b) We are not obliged to effect the transfer/ payment if you do not give us all the information requested, or if any of that information you give us is inaccurate.
- c) If you ask us to effect a transaction and it is possible to effect it using more than one payment channel, we may choose which payment channel is utilised to effect that transaction.
- d) Where you instruct us to make a transfer/payment using a PayID and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the intended recipient before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you is not the intended recipient.
- e) Where we allow you to provide one, you must ensure that any transaction reference or description you provide does not contain, reference or link to:
  - any swearing or profanity, or any offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;
  - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, or health);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity.
- f) Where we consider it appropriate to do so, we may disclose the information you include in a transaction reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person to whom the personal information relates.

### 36.7. **Processing transactions:**

- a) All transactions through internet, mobile or telephone banking will generally be processed by us:
- if we effect the transaction as an Osko payment, immediately and the funds will generally be available to the payee straight away;
  - if we effect the transaction as an NPP payment (other than an Osko payment), immediately and the funds will generally be available to the payee on the same day (depending on the recipient's financial institution); or
  - otherwise:
    - on the same day, if you asked us to make the transfer/payment before our processing cut-off time of 8.00pm (Central Standard Time) on any business day, Monday to Friday (and not a public holiday);
    - on the next business day, if you asked us to make transfer/payment after our processing cut-off time or on a weekend, public holiday or non-banking business day;and the funds will generally be available to the recipient on the banking business day after the day we process it.
- b) Future-dated transactions will be processed on the date requested, including future-dated BPAY transactions.
- c) You must be careful to ensure that you enter transaction details carefully. Once a payment or transfer has been made, it will not be possible for us to stop or reverse the transaction, except as set out in these terms and conditions, and there are no "chargeback" rights in respect of payments or transfers from the account using internet banking, telephone banking or mobile banking. If you transfer funds to another membership with us, or to an account at another financial institution, it is your responsibility to ensure that all details are correct. We are not liable for any dispute that may arise between you and the account owner as a result of such a transfer.

### 36.8. **Mistakes and issues with transfers/payments:**

- a) If you instruct us to make a transfer/payment and you later discover that:
- the amount you told us to transfer/pay was greater than the amount you needed to

- pay, you must contact the recipient/ Biller to obtain a refund of the excess. If we processed the transfer/payment as an NPP payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the recipient consents to their financial institution returning the funds;
- the amount you told us to transfer/pay was less than the amount you needed to transfer/pay, you can make another electronic transfer/payment for the difference between the amount actually transferred/paid to the recipient/biller and the amount you needed to transfer/pay;
  - it was a mistaken internet payment, we can assist in tracing the transfer/payment, but it may not be possible to recover the funds from the unintended recipient.
- b) You should notify us immediately if you think that:
- you have made a mistake when making a transfer/payment;
  - you did not authorise a transfer/payment that has been debited to your Account or you think a transfer/payment has not been processed in accordance with your instructions;
  - you become aware that a transfer/payment made using a PayID from your Account was directed to an incorrect recipient; or
  - you were fraudulently induced to make a transfer/payment.
- c) Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to which the funds were transferred returns the funds to us, on your behalf.
- d) Where the transferred funds are returned to us, we will credit them to your account and make them available to you as soon as practicable.
- e) You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that a transfer/payment be returned on your behalf. We may debit any such loss, damage or cost to any of your accounts.



- f) If, for any reason whatsoever, we delay, fail or are unable to complete a transaction or authorisation in accordance with your instructions, we are under no obligation to advise you, nor be liable for any loss or damage suffered by you as a result. We will, however, use our best endeavours to notify you of such delay, failure or inability either verbally or in writing. Where we have processed a payment or transfer as an NPP payment (including Osko payments) you can see the status of the transaction in internet banking.
- g) All payments or transfers are subject to sufficient funds being available in the account to meet such payments or transfers at the time the transaction is instigated or, in the event of future-dated transactions, at the specified future time.
- h) If we are advised that your payment cannot be processed by a payee, we will:
- attempt to advise you of this; and
  - credit your account with the amount of the payment (but only once any transferred funds are returned to us).
- i) You should allow time for your request to be received and processed by your nominated payee. Payments by cheque may take a number of days for this to occur, and even electronic transfers may not be processed immediately by the receiving organisation.
- j) Delays may occur in processing transactions where:
- we experience a services disruption which prevents us from processing transactions;
  - we are required to delay processing a transaction in compliance with any applicable laws (including any laws relating to anti-money laundering and sanctions);
  - you fail to comply with your obligations under these terms and conditions for any reason;
  - the payee's financial institution or payee fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
  - the payee's financial institution decides to delay processing; or
  - we delay processing to investigate and review a transaction to ensure it is not fraudulent, illegal or improper, or to confirm

that it has been properly authorised by you.

- k) We will not be liable to you for any delay in relation to processing a transaction.
- l) We may, at our discretion, refuse to give effect to any transaction requested by you without being required to give any reason or advance notice to you. We will use our best endeavours to notify you if this is the case.
- m) We will provide you with a transaction receipt/reference number each time you make a transaction. You should record this transaction receipt number and it should be quoted if you have any queries in relation to a particular transaction.

### 36.9. **Mistaken Internet Payments:**

#### a) **Application:**

- (i) This clause applies to mistaken internet payments where:
  - you report a mistaken internet payment to us as the sending financial institution; or
  - we, as the receiving financial institution, are notified by a sending financial institution that funds have been credited to your account as the result of a mistaken internet payment by its customer.
- (ii) It does not apply to BPAY payments.
- (iii) The receiving financial institution is the financial institution which has a customer who received the payment, and the sending financial institution is the financial institution which has a customer who made the payment.

#### b) **Notifying Us of a Mistaken Internet Payment:**

If you find that you have made a mistaken internet payment, you should notify us as soon as possible. You can notify us by calling 13 25 85, or by visiting any branch. Any delay in reporting the mistaken internet payment may impact on our ability to recover the funds for you.

#### c) **Investigating Your Claim of a Mistaken Internet Payment:**

- (i) Once we receive your request, we will investigate whether a mistaken internet payment has been made. We will also send you an acknowledgement of the

request, with the reference number assigned.

- (ii) If we are satisfied that a mistaken internet payment has been made, we will send a request to the receiving financial institution for the return of these funds. If we are not satisfied a mistaken internet payment has occurred, we are not required to take any further action. However, we will tell you of our decision in writing.
- (iii) If we send a request to the receiving financial institution, but they are not satisfied that a mistaken internet payment has occurred, the receiving financial institution may choose to seek their customer's consent to return the funds to you. If consent is provided, and the receiving financial institution returns the funds to us, we will return the funds to you as soon as practicable after we have received them. However, if consent is not provided, or the receiving financial institution does not return the funds to us, we will not return any funds to you.
- (iv) If we, and the receiving financial institution, are satisfied that a mistaken internet payment has been made, but there are insufficient funds available in the account of the unintended recipient, the receiving financial institution is responsible for using its best endeavours to recover the funds (eg facilitating payment by instalments). However, if the receiving financial institution is unable to recover the funds, you will be liable for any losses you incurred from the mistaken internet payment.
- (v) We will notify you of the outcome of our investigation into your reported mistaken internet payment in writing within 30 days of the outcome of your request.

d) **Process for Recovering Mistaken Internet Payments When We Are the Sending Financial Institution:**

The following table summarises the obligations of the receiving financial institution once we have reported the mistaken internet payment to them. The process for recovering a mistaken internet payment varies depending on when you notify us.

<b>Time when you notify us of the mistaken internet payment</b>	<b>Obligation of receiving financial institution after we request return of funds</b>
Within 10 business days of the payment.	<p>Investigate whether a mistaken internet payment has occurred and, if satisfied, withdraw the funds from the unintended recipient's account and return the funds to us.</p> <p>This process must be completed within 5 business days if practicable, up to a maximum of 10 business days.</p>
Between 10 business days and 7 months of the payment.	<p>Complete investigation as to whether a mistaken internet payment has occurred within 10 business days of receiving our request to return the funds.</p> <p>If satisfied a mistaken internet payment has occurred:</p> <ul style="list-style-type: none"> <li>i. prevent their customer from withdrawing funds to the value of the Mistaken Internet Payment for a further 10 business days;</li> <li>ii. notify their customer that it will withdraw these funds from their account, unless they can establish an entitlement to the funds within 10 business days from the day the restriction was placed on the funds.</li> </ul> <p>If no substantiated entitlement is established, return the funds to us within 2 business days of the end of the 10-business day period during which their customer was prevented from withdrawing the funds.</p>
More than 7 months after the payment.	<p>Complete investigation as to whether a mistaken internet payment has occurred and seek the consent of the unintended recipient to return the funds.</p> <p>If the unintended recipient consents to the return, funds must be returned to us within 2 business days of that consent.</p> <p>If the unintended recipient does not consent or respond, no further action is required.</p>

e) **Recovered Funds:**

If we receive funds back from an unintended recipient we will return them to your account as soon as practicable.

f) **Process for Recovering Mistaken Internet Payments When We Are the Receiving Financial Institution:**

When we are notified by a sending financial institution that you have received funds into your account from a mistaken internet payment by their customer, we will act in accordance of the obligations of the receiving financial institution described in this section on mistaken internet payments.

### **37. BPAY**

- 37.1. This clause will apply if you or an additional cardholder use the BPAY payments service. You must be registered for internet banking, mobile banking or telephone banking to use the BPAY payments service.
- 37.2. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- 37.3. We will advise you if and when other transactions can be made using BPAY but until you are advised otherwise, you may use BPAY only to make payments.
- 37.4. **Procedures:**
- a) To instruct us to make a BPAY payment you must advise us of the biller's code number (found on your bill), your Customer Reference Number (eg your account number with the biller), the amount to be paid and your card number.
  - b) You acknowledge that we are not obliged to effect a BPAY payment if you do not give us any of that information or if any of the information you give us is inaccurate.
  - c) We will debit the value of each BPAY payment and any applicable fees to your account. Instructions will not be acted upon if there are insufficient funds available in your account.
  - d) A BPAY payment is treated as received by the biller to whom it is directed:
    - on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our cut-off time on a BPAY processing day; or
    - on the next business day if you tell us to make a BPAY Payment after our cut-off

time on a business day, or a day that is not a BPAY processing day.

Notwithstanding this, a delay may occur in processing a BPAY payment if a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

- e) While it is expected that any delay in processing a BPAY payment will not continue for more than one business day, it may continue for a longer period.

**37.5. Processing BPAY payments:**

- a) You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to the biller and the amount you needed to pay.
- b) We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment.
- c) You should check your statement of account carefully and promptly report to us as soon as you become aware of any BPAY payments that you think are errors or that you did not authorise.
- d) You should notify us immediately if you become aware that you have made a mistake (except for a mistake as to the amount you meant to pay – for those errors see above) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your account.
- e) We will attempt to make sure your BPAY payments are processed promptly by the participants in BPAY.

**37.6. Unauthorised transactions:**

- a) You must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY payment;
  - you did not authorise a BPAY payment that has been made from your account; or
  - you think that you have been fraudulently induced to make a BPAY payment.
- b) If you notify us that a BPAY payment made from your account is unauthorised, you must

provide us with a written consent addressed to the biller who received that payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we require to investigate the payment.

- c) Your liability for BPAY payments which are unauthorised electronic transactions will be determined in accordance with clauses 4.13 to 4.21.

**37.7. Mistaken payments:**

If you are responsible for a mistaken BPAY payment and we cannot recover the amount from the person who received it within 20 business days of us attempting to do so, you will be liable for that payment.

**37.8. Indemnity:**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently under these Terms and Conditions in relation to a BPAY payment.

**37.9. Consequential damage:**

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void, unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted.

**37.10. Reversals and chargebacks:**

BPAY payments are irrevocable. BPAY payments for goods and or services using your card will also be governed by the operating rules applicable to BPAY as published by BPAY from time to time. If you use your card to make a BPAY payment, you do not have the right to reverse the payment or chargeback the transaction, notwithstanding that

the merchant failed to deliver the goods and/or services to you.

### **38. Regular Payment Arrangements**

- 38.1. You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 38.2. To change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. If possible, you should retain a copy of this change or cancellation request. Should the merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you may make a complaint to us in accordance with clause 34.
- 38.3. Should your card details be changed (for example if your card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.
- 38.4. Should your card be cancelled for any reason, or should you card expire, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

END OF TERMS AND CONDITIONS



# Information Statement

(The National Credit Code requires us to give you this statement. References in it to the “credit provider” are references to us.)

## Things you should know about your proposed credit contract

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

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

### THE CONTRACT

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

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

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

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. However, this rule does not 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 the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to

acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you 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 payout figure?**

You can write to your credit provider at any time and ask for a statement of the payout 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted on 1800 931 678, by emailing [info@afca.org.au](mailto:info@afca.org.au), by visiting [www.afca.org.au](http://www.afca.org.au) or by writing to Australian Financial Complaints Authority, 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 [www.asic.gov.au](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 and insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

### **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 cannot make a repayment?**

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

- 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 cannot agree on a suitable arrangement?**

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 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 cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**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 your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider,

you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted on 1800 931 678, by emailing [info@afca.org.au](mailto:info@afca.org.au), by visiting [www.afca.org.au](http://www.afca.org.au) or by writing to the Australian Financial Complaints Authority, GPO Box 3, MELBOURNE VIC 3001.

Please keep this information statement. You may want some information from it at a later date.

# Credit Guide

## More information on borrowing from us

For general information about borrowing (including loans calculators to help you understand the effect of interest rates and fees and different loan options) go to our website at [www.beyondbank.com.au](http://www.beyondbank.com.au).

## Introduction

Beyond Bank Australia has an Australian Credit Licence authorising us to provide credit.

This Credit Guide provides you with an understanding of what to expect from us when we provide credit to you. The Guide includes information about some of our obligations under the National Consumer Credit Protection Act 2009 (Cth) ("National Credit Act").

You may also receive other documents when we provide services or credit to you.

The terms "we", "us", "our" refer to Beyond Bank Australia Ltd ABN 15 087 651 143 AFSL/Australian Credit Licence 237 856.

The terms "you", "your" refer to the person or persons to whom we provide a credit contract.

## Borrowing money from us

Beyond Bank Australia provides loans to its members only.

Under the National Credit Act we are prohibited from providing you with credit under a credit contract if the contract will be unsuitable for you.

Similarly, we are prohibited from increasing the limit of an existing credit contract if the new limit will be unsuitable for you.

A credit contract or credit limit increase is unsuitable for you if, at the time the contract is entered into or the limit is increased:

- it is likely that you will be unable to comply with your financial obligations under the contract, or could only comply with substantial hardship; or
- the contract or increase does not meet your requirements and objectives at that time.

## Our obligation to make a credit assessment

Before providing you with credit, we must make an assessment as to whether the contract or increase in limit will be unsuitable for you. In order to make this assessment we must:

- make reasonable inquiries about your requirements and objectives in relation to the credit contract;
- make reasonable inquiries about your financial situation; and

- take reasonable steps to verify your financial situation.

Obtaining this information helps us get a reasonable understanding of your need for credit as well as your ability to comply with your financial obligations under the proposed credit contract. The extent of the inquiries we undertake will depend on the circumstances.

### **Your right to receive a copy of the credit assessment**

You have the right to request a copy of our assessment of your suitability.

You may request a copy of the credit assessment up to 7 years after the day on which the credit contract is entered or the credit limit is increased.

Note – you are only entitled to receive a copy of your assessment if your loan is approved and settled or your credit limit increased.

You have other rights to access personal information we collect about you under the provisions of the *Privacy Act 1988 (Cth)*. Please refer to our Privacy Policy which is available on our website or upon request.

### **Resolving Your Complaint**

Beyond Bank Australia has an internal dispute resolution process and is also a member of an independent external dispute resolution scheme. The dispute resolution system covers complaints by persons to whom we provide credit.

If you have a complaint about any of our products, services, staff or the handling of a complaint, please contact us and we will try to resolve it.

You can contact us about your concerns using any of the following methods:

- Talk with one of our consultants by phoning 13 25 85 or visiting your local branch;
- Write to us at: Beyond Bank Australia  
C/- Customer Experience Manager,  
GPO Box 1430, Adelaide SA 5001;
- Load your complaint via our website  
[www.beyondbank.com.au/complaints](http://www.beyondbank.com.au/complaints);
- Email us using the email address on the back of this brochure.

In many cases this leads to a successful resolution.

However, if you are unhappy with any decision or our handling of the complaint, it may be referred for external resolution to the Australian Financial Complaints Authority which can be contacted at:

Phone: 1800 931 678

Mail: GPO Box 3, Melbourne VIC 3001.

Email: [info@afca.org.au](mailto:info@afca.org.au)

Website: [www.afca.org.au](http://www.afca.org.au)

The Australian Financial Complaints Authority can then offer conciliation processes or may investigate the dispute

and issue a written decision on your case which is binding on us. This service is available at no cost to you.

Our external dispute resolution scheme cannot deal with your dispute unless you have attempted to resolve the problem with us first.

### **Updating this Credit Guide**

All details are current as the date of this Credit Guide. We will publish minor changes on our website. We will update the Credit Guide if there are any material changes adverse to borrowers.

### **Our contact details:**

Phone: 13 25 85

Email: [contactus@beyondbank.com.au](mailto:contactus@beyondbank.com.au)

Website: [www.beyondbank.com.au](http://www.beyondbank.com.au)

Mail: GPO Box 1430 Adelaide SA 5001



## Getting in contact:


**Phone:** 13 25 85


**Web:** [beyondbank.com.au](http://beyondbank.com.au)


**Fax:** (08) 8231 3060

**Post:** GPO Box 1430 Adelaide SA 5001

**Email:** [contactus@beyondbank.com.au](mailto:contactus@beyondbank.com.au)

 [facebook.com/beyondbank](https://facebook.com/beyondbank)

 [@beyondbank](https://twitter.com/beyondbank)

 [beyondbank.com.au/blog](http://beyondbank.com.au/blog)