



# Low Rate Visa Credit Card Conditions of Use

17 May 2024

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## About these Conditions of Use

These Conditions of Use are effective from the date noted on the cover of this document except as otherwise advised by us in writing and replace all 'Low Rate Visa Credit Card Conditions of Use' previously issued by us.

When you open an Account with us, the Card is offered to you on the terms set out in:

- these Conditions of Use; however, the electronic banking conditions of use in this booklet apply to the Credit Card Account but do not form part of the Credit Contract;
- your 'Letter of Offer';
- your application;
- our 'Schedule of Fees, Charges and Transaction Limits' booklet;
- our 'Mobile Banking App Terms of Use';
- our 'Credit Guide'; and
- our 'Schedule of Interest Rates - Lending'.

Together, these documents govern the use of the Card and all Transactions on the Account.

In the event of any inconsistency between these Conditions of Use and the Letter of Offer, the Letter of Offer will prevail.

Please read the Letter of Offer and these Conditions of Use carefully. You should also read the information statement 'Things you should know about your proposed credit contract' which appears at the end of this document.

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 Letter of Offer.

Australian Unity Bank Limited  
ABN 30 087 652 079, AFSL/Australian Credit Licence 237994

### **These Terms and Conditions apply to these Accounts:**

- s44 Low Rate Visa Credit Card

### **They also apply to these Accounts, with the below Accounts no longer available for sale:**

- s45 Visa Credit Card with Cash Rewards

### **Customer Owned Banking Code of Practice**

We subscribe to the Customer Owned Banking Code of Practice. The relevant provisions of the Customer Owned Banking Code of Practice as amended from time to time apply in relation to your Low Rate Visa Credit Card if you are an individual or a small business (as defined by the Customer Owned Banking Code of Practice).

### **Codes of Practice**

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.

You may obtain general descriptive information about our products and services from us on request.

### **ePayments Code**

The ePayments Code regulates electronic payments, including ATM, EFTPOS and credit card Transactions, online payments, internet and mobile banking, and BPAY. The ePayments Code is a voluntary code of practice, of which we are a subscriber.

## General Enquiries

For more information and any general enquiries or questions about this booklet, or the terms and conditions contained within it, please contact us:

☎ Phone us on 1300 790 740 (Monday to Friday – 8.30am and 5.30pm AEST)

✉ Write to us at GPO Box 1801, Melbourne VIC 3001

✉ Email us at: [bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au)

## Lost or Stolen Cards

To report the loss, theft or unauthorised use of your Visa Card or PINs, please immediately contact:

### Within Australia:

- Our Customer Services Team on 1300 790 740 (Monday to Friday – 8.30am to 5.30pm (AEST)); or
- Visa Cardholder Support Hotline (Australia) on 1800 125 440 (24/7).

### Outside Australia:

- Visa Cardholder Support Hotline (International) on +1 303 967 1096 (24/7).
- Go into an overseas bank and ask them for the phone number to cancel your Visa Card; or
- Call operator assistance to obtain the Visa Global Assistance phone number for the country you are in.

## Travelling Overseas

### IMPORTANT:

Please contact us before you travel overseas for the current Visa hotline arrangements. Contact may also be made with Visa in the country you are travelling to, noting that different countries may have different Visa hotline contact details.

### What to do if you need to dispute a transaction on your Australian Unity Bank card?

If you believe an Electronic Transaction is wrong or unauthorised or your statement contains any instances of unauthorised use or errors, you must promptly notify us by phone on 1300 790 740 or email to the [bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au) and give us the following information:

- Your name, Account number and Visa Card number;
- The error or the Electronic Transaction you are unsure about;
- A copy of the statement in which the unauthorised Electronic Transaction or error first appeared;
- An explanation, as clearly as you can, as to why you believe it is an unauthorised Electronic Transaction or error; and
- The dollar amount of the suspected error. If your complaint concerns the authorisation of an Electronic Transaction, we may ask you or your Authorised User to provide additional information.

### Reporting scams or financial abuse

If you believe you are the victim of a scam please contact us immediately on 1300 790 740 Monday – Friday 8:30am – 5:30pm AEST or visit [australianunity.com.au/banking/contact-us](http://australianunity.com.au/banking/contact-us) for outside of business hours contact details

If you believe you are the victim of elder abuse, or another type of financial abuse and would like to discuss your options with us, you may contact us using the details below

1300 790 740 (Mon-Fri 8.30am to 5.30pm)

 [hardships@australianunity.com.au](mailto:hardships@australianunity.com.au)

 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

**Important Notice**

This booklet does not contain all the precontractual information required to be given to you.

### Summary of Account (currently available)

The table below outlines the different features, conditions, and eligibility criteria for the accounts we offer. Any advice given does not take into account your personal needs and financial circumstances so you should consider whether the product or service is appropriate for you. We recommend you read these Conditions of Use and our Financial Services Guide before acquiring any product.

Please contact us if you have any questions about the information contained in the table below.

Feature	Low Rate Visa Credit Card
Minimum Credit Limit	\$500
Interest Calculated	Daily
Interest Charged	Monthly
Balance Transfer availability	✗
Up to 45 days interest free on Purchases	✓
PayID	✓
Worldwide ATM & EFTPOS access where Visa is accepted	✓
Additional Card/s	✓
Emergency Replacement Card	✓
Internet Banking	✓
Telephone Banking	✓ (Available on request)
Pay Anyone	✓
Osko	✓
BPAY®	✓
Bank@Post™	✓
Additional Information	To be eligible to apply for this product you must be an Australian permanent resident that resides in Australia and be 18 years of age or over.

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## 1. Opening an account

### 1.1 Account Access Facilities

Our Low Rate Visa Credit Card which will be referred to as Credit Card Account from this point on is made up of the following Access Facilities:

- Visa Credit Card;
- Telephone and Internet Banking;
- Mobile Banking;
- BPAY®; and
- EFTPOS and ATM access

A Visa Credit Card allows you to make payments for goods and services at any retailer displaying the Visa Card logo anywhere in the world. You can also withdraw cash from your Account anywhere in the world using an ATM displaying the Visa Card logo. We will provide you with a PIN to use with your Visa Card.

A Visa Credit Card has a credit limit attached to the card, and you may also attach an Account to the card to access your own funds.

### 1.2 Eligibility

To be eligible for this product you must:

- be an Australian permanent resident that resides in Australia;
- be 18 years of age or over; and
- meet Australian Unity Bank's assessment criteria.

Applications from outside Australia will not be accepted. The individual(s) or entities in whose name in which the Account is opened, and all signatories to the Account, must reside in Australia.

### 1.3 Opening Process

You will need to complete a Low Rate Visa Credit Card Application Form to open an account. You will be required to provide proof of identity. Please refer to Clause 1.4 for more information.

## 1.4 Identification

### Proof of identity required

The Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act (2006) requires us to verify your identity when you open an account and the identity of anyone you authorise to operate on your Account.

Acceptable documents you can use as proof of identity must confirm your full name, date of birth and current residential address. One of the documents must include your photograph or a signature. If at any time you want to appoint a person as an additional card holder, this person must also provide proof of identity. A full list of acceptable identification documents and methods of identity verification are available on our website.

If you do not have standard identification documents because you are of Aboriginal and Torres Strait Islander heritage or due to other circumstances, contact us to find out how your identity can be verified.

If you previously completed proof of identity with us, you'll need to provide your Account number details so we may verify the proof of identity already conducted.

### Requesting additional information

From time to time, and in order to comply with laws in Australia or overseas (such as Australia's laws to combat money laundering/terrorism financing, and tax evasion), we may require additional information from you, and may withhold funds you deposit until you provide it or suspend or close your Account if you fail to provide it.

For example, we may need you to provide us with up to date identification information where the identification information previously supplied has expired or seek information about a transaction.

## **2. The Credit Contract**

### **2.1 Signing the credit card**

You must sign the card as soon as you receive it and before using it as a means of preventing fraudulent or unauthorised use of the card. You must ensure that any other cardholder you authorise to receive a card on your Account/s also signs their card as soon as they receive it and before using it.

### **2.2 Accepting the Credit Card Account Offer**

You accept our offer and will be bound by the Credit Contract and these Conditions of Use when you first use or activate your Account.

The Credit Card Account will be activated when you do one of the following:

- Telephone us to activate the Account;
- Tell us to activate the Account when we telephone you; or
- Give us your written instruction to activate the Account.

### **2.3 Liability**

The Credit Card Account is a single account for all Cards which may be issued under the Contract. What this means is that you as the primary applicant for the Credit Card Account are liable for all transactions that occur on the account, including charges incurred by any Additional Cardholder. You must ensure that all Cards are used in accordance with these Conditions of Use.

### **2.4 Credit Limit**

The Credit Limit is set out in the Letter of Offer. It applies to the Credit Card Account, and you share it with any Additional Cardholders you have nominated to receive a Credit Card on the Credit Card Account.

You can ask us to increase the Credit Limit at any time but we are not required to agree to do so. It will be increased only at your request or with your consent. You must meet our assessment criteria to increase your credit limit.

The Credit Limit is the maximum amount of credit you may obtain on the Credit Card Account. The Credit Card Account balance must not exceed the Credit Limit. Any amount in excess of the Credit Limit will form part of the total minimum payment shown in your next statement.

We can 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. We will advise you as soon as possible if we do so. However, if you are not in default, we will not unfairly reduce the Credit Limit to below the current outstanding balance.

We will debit Transactions on the Account against any positive (credit) balance before reducing the available credit amount.

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.

### **2.5 Withdrawal and transaction limits**

You agree that the Visa Card will not be used to:

- Overdraw any of your Linked Account/s; or
- Exceed the unused portion of your credit limit under any pre-arranged credit facility such as an overdraft.

If this clause is breached, we may:

- Dishonour any payment instruction given; and
- Charge you a fee as advised to you from time to time.

We may at any time limit the amount of an Electronic Transaction if this is required for security or credit risk purposes. We will advise you of any such daily or periodic limits in the 'Schedule of Fees, Charges and Transaction Limits' booklet.

You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid, or transferred.



## 2.6 Additional Information

### Expiry Dates

A Credit Card Account is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.

### Credit Cards remain the property of the Bank

All Credit Cards issued remain our property and must be returned or destroyed if we ask you to do so.

### Balance Transfer

We do not offer balance transfers on this product.

### Travelling Overseas

Before travelling overseas, you and your Authorised User should obtain the Visa international card hotline number for your country of destination from us.

It is also strongly advised that you contact us to advise you will be travelling overseas so that we can make a record of this. It may prevent your card being stopped as a security measure if we are alerted to irregular overseas transactions without prior notification from you.

### Financial Difficulty

We all may experience financial difficulty at some time. This may be related to, but not limited to injury or illness, loss of employment or reduced income, a pandemic, natural disaster, relationship breakdown, domestic violence or financial abuse or gambling. We understand that some of our customers may face periods of financial difficulty. All customers are eligible to use our Financial Hardship Assistance Services. If you're experiencing financial difficulty, please contact us as soon as possible.

You may be experiencing financial difficulty if you are currently struggling to pay your bills or repayments on your loans and debts when they are due. If you are anticipating financial difficulty in the near future, please also contact us.

Where you have loans or debts to us and you would like to apply for financial hardship assistance, you can do so by contacting us:

 1300 790 740 (Mon-Fri 8.30am to 5.30pm)  
 hardships@australianunity.com.au  
 www.australianunity.com.au/banking

Please note that additional information may be required in order to assess your application. We may take up to 21 days to assess your application after receiving all information but will endeavour to provide a quicker turnaround time wherever possible.

## 3. Using the Credit Card Account

### 3.1 Unlawful use prohibited

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.

### 3.2 Allowing Additional Cardholders to use the Credit Card Account

You may authorise us, if we agree, to add an additional cardholder to your Visa Card. You can nominate any person who is 18 years or older and satisfies the identity verification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to be added as an Additional Cardholder on the Credit Card Account. If we agree we may issue an additional Credit Card and separate PIN to them. 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.

The responsibility for the credit card account is allocated to the primary cardholder. Additional cardholders are not responsible for repaying the credit card debt to us.

You must ensure the additional cardholder observes the terms and conditions in which the additional Visa Card was issued. You must ensure that any additional cardholders protect their cards and PINs in the same way as we require you to protect your card and PIN. Please refer to Clause 21.4 for more information. If an Additional Cardholder does not comply with the Contract, you may be liable to us.

The Additional Cardholder can use the card to make purchases, withdraw cash, check the balance via electronic banking and reorder cards and change PINs in their own name, however they cannot reorder cards or change PINs for the primary cardholder.

You acknowledge and agree that any Additional Cardholder can:

- Operate the 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
- Access financial information about the Account including information relating to Transactions, the Account balance, the available credit amount, and the Minimum Monthly Payment.

The primary cardholder can instruct us to cancel an additional card at any time. If you as the primary cardholder or the additional cardholder instruct us to cancel an additional card, you will not be liable for any losses resulting from unauthorised use of the additional card following cancellation, provided you take all reasonable steps to ensure the card is destroyed or returned to us, and do not act fraudulently or otherwise cause the loss.

Please note if an additional cardholder loses their card or PIN or has the card or PIN stolen, this may affect your card too as the card number will be the same. In this case, it would be recommended for both the primary and additional cardholders to reorder cards and change PINs if there is a risk that this information could be obtained by another party.

### **3.3 How to use the Credit Card Account**

You can use your Credit Card Account for Purchases, and Cash Advances.

You must use the Credit Card Account wholly and exclusively for your personal use.

The maximum daily ATM Cash Advance amount is AU\$1,250 or as we advise you from time to time in accordance with Clause 15.

Some Merchants and financial institutions may impose a lower maximum and/or a minimum amount on Electronic Transactions.

You can make Electronic Transactions up to AUD \$100 without entering your PIN or signing as long as these Electronic Transactions are conducted face-to-face at a participating Merchant.

The Visa Card we issue you will have payWave technology, which is identifiable by the payWave logo. With this technology you will be able to make faster purchases by tapping your Visa Card against the EFTPOS Terminal. No signature is required for payments under AUD\$100 using a payWave enabled EFTPOS Terminal. If your purchase is equal to or over AUD \$100, you may be requested to provide a PIN or signature to authorise the Electronic Transaction. Visa's, and our, security systems will continue to protect you from unauthorised Electronic Transactions.

Cash Advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the Card.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for details of current transaction limits, which also sets out how we can vary daily limits from time to time.

You may only use your Visa Card to perform transactions on those accounts we permit. We will advise you of the accounts in which you may use with your Visa Card.

We will debit your Linked Account/s with the value of all Electronic Transactions, including sales and cash advance transactions arising from the use of your Visa Card (including all mail or telephone orders placed by quoting the Visa Card number) and all other Electronic Transactions.

Electronic Transactions will not necessarily be processed to your Linked Account/s on the same day.

We will advise you what Electronic Transactions may be performed using the card and what EFTPOS Terminals of other financial institutions may be used.

Please note your Visa Card/s always remain the property of Australian Unity.

### 3.4 Credit card acceptance

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:

- 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
- Goods and services Purchased with a Card.

### 3.5 Authorising transactions

When you use your Visa Debit Card for a Visa enabled transaction to purchase or pay for goods or services, the merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation, and transactions at unmanned terminals (for example, unmanned petrol stations).

An authorisation may reduce the amount of available funds in your linked Account (and the Transaction may be shown as 'pending'). If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced for a period of time, usually for around six business days.

When the User authorises any Transaction, including by using a Credit Card or providing card details, you agree that we can debit the Credit Card Account with all Transactions authorised by a User.

For each Transaction the User authorises, the User is agreeing that the amount of the Transaction is correct. Depending on the circumstances, we may be able to reverse a Transaction if it isn't correct, but you must raise a dispute under Clause 11 first.

Transactions can be authorised by:

- Using a Card, alone or together with your PIN, at any Electronic Terminal;
- For an international Transaction, presenting a Card to a Merchant and signing a voucher or other documentation acceptable to us authorising the Transaction; or
- 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 online.

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.

When a Transaction is authorised by the User:

- The User 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;
- The User agrees that we are providing you with credit equal to the amount of the Transaction on the date on which the Transaction is made; and
- The User agrees to pay (in Australian dollars) the amount of that Transaction.

We treat the amount of any Transaction which the User authorises, as well as any fees, interest, or other amounts we can debit under your Credit Card Contract as credit that we have provided to you.

We may rely on information from other parties involved when we debit or credit amounts to your Credit Card Account. You should carefully check amounts and other details at the time you use your card and check any receipts. Tell the person accepting your card if something isn't correct, for example, if the amount being debited is incorrect.

You acknowledge and agree that:

- We have the right to deny authorisation for any Electronic Transaction where this is required for security or credit risk purposes; and
- We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal (except to the extent any loss or damage is caused by our fraud, negligence, or misconduct).

### 3.6 Standing Authorities

The User can, at any time, authorise a Merchant or other party to pursuant to a periodic authority to debit your Account. This includes for recurring transactions where the Merchant or other party may debit your Credit Card Account without getting your authorisation each time, and for future transactions where the other party uses stored card details.

We will generally keep debiting a Credit Card Account until the arrangement is cancelled.

You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.

To change or cancel any Regular Payment Arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment date. You should retain a copy of this change/cancellation request.

Should your Visa Card details be changed (for example if your Visa 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.

In some circumstances, if the Card Details change, the Account is closed, a Card is lost, stolen, or cancelled, or the card expires and you fail to provide alternative payment details (for example, your new account number or new expiry date) to the third party, we may stop processing the Transactions, after giving notice to the third party, and this may cause

the third party to stop providing you the goods and services.

### 3.7 Credit Card Acceptance

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 the Card.

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.

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:

- 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
- 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. Time limits apply. You should promptly report problems to us to ensure a claim can be made within the relevant chargeback periods.

Please contact us for more information about your chargeback rights.

Any complaints about goods and services Purchased with a Card must be resolved directly with the Merchant concerned.

### **3.8 How you can make deposits**

You can make deposits to your Account by:

- Direct credit (e.g., from your employer for wages or salary);
- Electronic transfer from another Account with us, including arranging a once off or periodical payment from another of your accounts with us, or another person's account with us;
- Arranging an electronic transfer from your account with another financial institution;
- Arranging an electronic transfer from another person's account with another financial institution; and
- In person at Australia Post outlets using Australia Post's Bank@Post Service (providing you have a card linked to the Credit Card Account you wish to deposit into and know your PIN).

Note that electronic credits may not be processed on the same day. Please refer to Clause 4.2 for more information.

### **Depositing cheques drawn on Australian banks**

You can only access the proceeds of a cheque when it has cleared. You should allow three to seven business days for a cheque that you deposit to your Account to clear. This includes a cheque that you deposit to your account via Australia Post's Bank@Post Service at an Australia Post outlet.

You can ask us for a special cheque clearance, to allow you to draw on the cheque before it has cleared, for which we may charge a fee.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information.

## **4. Processing Transactions on the Credit Card Account**

### **4.1 Processing of deposits and withdrawals generally**

The date on which deposits and withdrawals are applied to your Account may differ, depending on the nature of the deposit. Generally, deposits will be applied (i.e. 'be effective') on the date of processing, but in some cases, they may be applied as at a different date to the date the Transaction occurred. We process each debit or credit to the Credit Card Account on the day determined by our business processes, acting reasonably.

There may be a difference between the time and day a debit or credit arose and the time and day on which it is processed.

### **4.2 Timing of deposits and withdrawals generally**

Timing may be affected by cut-off or processing times (including cut-off and processing times of other parties involved), weekends and public holidays, different time zones or mail delivery times, and third party system requirements (such as Visa's). Cut-off times can vary, for example different times can apply to different payment methods. We, or someone else involved, might also need more information from you before we process a debit or credit.

### **Authorisation by Us**

We may choose, acting reasonably, at any time not to authorise a Transaction, where this is required for security, fraud, compliance with laws and regulations or credit risk purposes, including where authorising the Transaction would cause your Account balance to exceed the Credit Limit. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to do so (except to the extent of our fraud, negligence, or misconduct).

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 for up to 7 Business Days after the authorisation is obtained.

## **5. Processing Interest to the Credit Card Account**

### **5.1 Interest Rates**

The Annual Percentage Rate that applies to the Account is stated in the Letter of Offer.

The 'daily percentage rate' is calculated by dividing the Annual Percentage Rate by 365 (366 in a leap year).

If a change is made to the Annual Percentage Rate, you will be notified in accordance with Clause 15.

## **5.2 Interest-Free Purchases**

We do not charge interest on a Purchase listed in your statement to the extent that:

- You make a payment in respect of that statement by the due date; and
- No part of that payment is applied by us, in accordance with Clause 8, to an amount owing on a previous statement.

Otherwise, interest will be payable in accordance with Clause 8.6 on each Purchase listed in your statement from the statement due date following the Purchase until the date it is paid in full.

## **5.3 Cash Advances**

There is no interest free period for Cash Advances.

Cash Advances incur interest from the date the Transaction is posted to your Account until the date the Transaction is paid in full.

## **5.4 Calculation of Interest**

Interest is calculated from the statement due date by applying the daily percentage rate to the unpaid daily balance of your Account and is debited to the Account on the last day of the statement period.

## **5.5 Interest on Deposits**

We will not pay you interest on any positive (credit) balance in your Account.

## **6. Fees and Charges**

Australian Unity Bank Accounts have specific Account related fees and charges. Other general fees and charges may also apply to your Account for other services or Account activity. Please refer to the 'Schedule of Fees,

Charges and Transaction Limits' booklet for more information.

We may vary fees or charges from time to time. We will debit your primary operating account for any applicable government taxes, charges, and duties. These government taxes, charges and duties may vary according to State or Territory.

You must pay us the fees and charges in the amounts and at the times set out in the Letter of Offer, as required by these Conditions of Use, or as notified in your Contract.

We may debit them to the Account, and they will appear in your statement.

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 the Card or any Transaction in relation to the Account.

You must pay the 'Annual Fee' referred to in the Letter of Offer (as varied from time to time). The Annual Fee will be debited to the Account upon acceptance of the Contract and then annually in advance until the Account is closed and is paid in full (except where the Letter of Offer otherwise provides).

No refund of the fee, or any part of it, is payable when the Account is closed (except where reasonably required by Clause 15).

Any fee or charge in foreign currency will be converted into Australian dollars in accordance with Clause 6.1.

All fees and charges debited to the account will be payable by you in accordance with Clause 8.

Please note: If your Account was established prior to 1 June 2015, you must pay the annual fee as advised to you from time to time. The annual fee will be debited to the account on or around the 18 June of each year and annually thereafter on or around that date until the Account is closed and paid in full.

### **6.1 Exchange rates and related charges for foreign currency amounts**

All Transactions made in a foreign currency on the Credit Card Account 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).

All transactions made overseas on the card are subject to a conversion fee payable to our payment/card partner CUSCAL, the principal customer of Visa International under which we provide you with the Visa Card. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for the current conversion fee.

Some overseas Merchants and EFTPOS Terminals charge a surcharge for making an Electronic Transaction using your card. Once you have confirmed that transaction, you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

Some overseas Merchants and EFTPOS Terminals allow you the option to convert the value of the Electronic Transaction into Australian dollars at the point of sale; this is known as Dynamic Currency Conversion. Once you have confirmed the Electronic Transaction you will not be able to dispute the exchange rate applied.

You may be charged an ATM withdrawal fee by us when withdrawing cash from an ATM whilst overseas. Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for the current ATM withdrawal fee.

A User must comply with all applicable exchange control and tax laws governing the use of the Credit Card Account and you indemnify us against liability, loss, fees, charges, or costs arising as a consequence of a failure to comply with them, except to the extent of any liability which results from our fraud, negligence or misconduct.

## **7. Statements and notices**

### **7.1 When and how we will send statements and notices**

We will send you a statement each month where there is any financial activity or a

balance outstanding on your Account. The statement period will generally be around 30 days, ending around the same time each month (taking into account public holidays and weekends). You may request more frequent statements.

You consent to us providing you with information about your banking electronically via electronic communication to the email address or mobile phone number you have provided or by secure mobile app messaging or secure internet banking messaging. We will provide this information to you in accordance with the ePayments Code. Information that will be communicated to you electronically includes but is not limited to: documents relating to privacy, terms and conditions, terms of use, (including changes to terms and conditions or terms of use), and statements of account. When we inform you of any updates to this information, we may refer you to the Australian Unity Banking website where the document is available for you to read.

To opt out of receiving information electronically, please contact us on 1300 790 740. Charges will apply if you opt out of receiving periodic statements electronically, in which case we will send paper statements by ordinary mail. Such charges will not apply if you notify us that you are unable to register for internet banking.

Opting out will not apply to information that the Bank will send to you asking you to contact the Bank, or relating to scams or similar issues, requests to validate transactions, to validate a change of your Personal Information, to verify your identity, or requesting you to provide up-to-date identification information. It is your responsibility to check each statement and tell us of any entry in the statement which you dispute.

### **7.2 Amounts included in the transaction balances**

#### **Transaction balances**

The Purchases balance includes:

- Purchase amounts;
- fees and charges and other amounts we debit, other than any that we reasonably

- consider relate to another Transaction Balance;
- any other amount we are entitled to debit under the Credit Card Contract or any other terms you have agreed to, other than an amount that we reasonably consider relates to another Transaction Balance; and
- interest debited in respect of those amounts, and on interest we have already debited. (b) The Cash Advances balance includes:

### Cash Advance amounts

- fees and charges and other amounts we debit that we reasonably consider relate to the Cash Advances balance; and
- interest debited in respect of those amounts, and on interest we have already debited.

## 8. Payments you must make on the Credit Card Account

### 8.1 When payments are due

The statement contains the date the payment is due.

### 8.2 Minimum monthly payment

You can elect to pay the minimum amount due, the full balance owing or an amount in between.

You must pay us by the due date in the statement:

- The amount (if any) by which the closing balance exceeds the Credit Limit; and
- The amount (if any) of any Minimum Monthly Payment which remains unpaid from a previous statement (shown as 'Overdue Amount' in the statement).

If you do not pay the Minimum Monthly Payment by the statement 'Due Date', a Late Payment Fee may apply. Please refer to the Letter of Offer for details.

The Minimum Monthly Payment for that month will be the greater of:

- 3% (rounded up to the nearest dollar) of the closing balance (excluding any overdue amount) or;
- \$25, or if that closing balance is \$26 or less, that closing balance.

If your Account is overdue or exceeds the Credit Limit, it will be this amount if greater than a) and b) above.

### 8.3 Due Date

You must also pay us by the statement 'Due Date' the amount of a Minimum Monthly Payment (if any) for the month in respect of which the statement is issued.

If the statement 'Due Date' is not a Business Day, the payment must be made on or by the last Business Day immediately before the 'Due Date'.

### 8.4 Payments in Australian dollars

A payment to your Account can only be made in Australia and in Australian dollars.

If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to your Account in Australia in your absence.

### 8.5 Reversals and refunds

For the purpose of this Clause, a reversal or refund of charges to the Account is not a payment to the Account.

### 8.6 Crediting payments

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 you are making a payment by mail, you should allow adequate time for the payment to reach us before the statement 'Due Date'. The proceeds of any payment made through Bank@Post or other instrument will not be available to increase the available credit amount until honoured.

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.

### 8.7 Payments by cheque

If your payment through Bank@Post or other instrument 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 Letter of Offer.

## 9. Closure of the Account, suspending Accounts, Cancellation of the Cards and deciding not to process a Transaction



## How you can close the Credit Card Account

You may close the Account at any time by making a written request to us or closing your Account using internet banking. If the Account is closed, all Cards issued in relation to the Account will be cancelled.

You may request us in writing, to cancel the Card of an Additional Cardholder.

Written requests should be mailed to our postal address as set out in your statement.

You must:

- cancel any direct debits requests, Payment Agreements or any recurring or periodical payment authority;
- destroy all cards by cutting them through the black magnetic strip and card chip; and
- are linked to the Account being closed.

You remain liable for any transactions on your Account after your Account is closed unless you are found to not be liable or partially liable under these terms of use.

## We may close or suspend the Credit Card Account or refuse to authorise a Transaction

### Circumstances under which we may suspend or cancel your Credit Card Account or refuse to authorise a Transaction

We can, acting reasonably and without prior notice, restrict or cancel your Account, your Access Facilities or decide not to process a transaction:

- In the case of an Access Facility, for security reasons;
- Where your Account is designed for personal use as a personal customer and is being used for business purposes;
- The operation of your Account is not consistent with how the Account is expected to be operated or is inconsistent with these terms of use;
- We believe that your Account is being used fraudulently or in a way that might cause you or us to lose money;
- You have not provided us with the information we have requested from you in the timeframes we requested the information to be provided to us;
- We are not satisfied that the person giving the instruction has authority, e.g., the signature on the request does not match the signature provided when the Account was

opened, and we have been unable to authenticate the person;

- We believe you or an Authorised User are not the person you are claiming to be;
- You are travelling in or are residing in a sanctioned jurisdiction. A list of sanctioned jurisdictions is found at: <https://www.dfat.gov.au/internationalrelations/security/sanctions>;
- We believe on reasonable grounds that you or an Authorised User may be a person, or acting for a person:
  - With whom we are not permitted to deal with under law or regulatory authority;
  - In breach of laws relating to money laundering or terrorism financing; or
- To comply with laws in Australia, or overseas or card scheme rules, manage regulatory risk, or for a transaction, if your instructions are not clear.
- If a Purchase for goods or services (with particular reference to gambling goods or services) would cause us or a Merchant to breach laws in Australia or overseas or card scheme rules, or requires us to manage regulatory risk, we may refuse to authorise the Purchase.
- You have failed to provide information we have requested to help us verify a transaction, the person requesting the transaction (including any third parties who have asked you to transfer money to an account, (e.g., family and friends), or any other information we need; or
- We believe on reasonable grounds that you may be the victim of a scam, or elder abuse, or another type of financial abuse, and you are unable to provide information to the contrary
- We believe on reasonable grounds that you or an Authorised User may be using the Account to perpetrate a scam, or elder abuse, or another type of financial abuse, and you are unable to provide information to the contrary.

Where possible, we will let you know as soon as practicable after we have done this (and if appropriate we will give you a general reason for doing so). We may also do this for another reason reasonably necessary to protect our legitimate interests (for example, if your account is inactive) and provide you with 30 days<sup>1</sup> notice.

### When the Account is Closed or a Card is Cancelled

When we cancel a Card, including when you request it:

- We will confirm the cancellation;
- The Card must not be used; and

- The Card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed.

If the Account is closed, including when you request it:

- All Cards must not be used;
- All Cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
- You must pay the Minimum Monthly Payment each month if an outstanding balance remains;
- 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
- You should cancel all periodic debit authorities which apply to the Account.

Unless otherwise agreed by us, once your Account has been closed, if money is left in your Account, we'll transfer it to another Account in your name except where:

- we reasonably believe the money has been obtained fraudulently, are the proceeds of money laundering, terrorism financing, or other criminal activity; or
- you have not operated your account for seven years or such other period of time specified in Australian legislation dealing with unclaimed moneys.

Prior to paying the money to you (other than by transferring into another Account in your name you and/or your Authorised User may be required to provide up to date identification information so that we can ensure that the money is being paid to or on behalf of the person who owns the Account. If identification information is not provided to us after we have requested it (acting reasonably), we will not pay this money to you until the identification requirements have been met.

#### **10. Anti-Money Laundering and Sanctions**

You agree that we may delay, block, or refuse to process any transaction without incurring any liability if we suspect, acting reasonably, that the transaction:

- may break any law or regulation in Australia or any other country;
- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any

person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country; or

- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must give us all the information we reasonably need to manage anti-money laundering, or counter-terrorism financing and economic and trade sanctions risk or to comply with any law in Australia or any other country. You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in agreeing to these terms and conditions.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

## **11. Disputing transactions**

### **11.1 How to dispute a transaction**

If you believe an Electronic Transaction is wrong or unauthorised or your statement contains any instances of unauthorised use or errors, you must promptly notify us.

As soon as possible, you must provide the following information to us:

- Your name, Account number and Visa Card number;
- The error or the Electronic Transaction you are unsure about;

- A copy of the statement in which the unauthorised Electronic Transaction or error first appeared;
- An explanation, as clearly as you can, as to why you believe it is an unauthorised Electronic Transaction or error; and
- The dollar amount of the suspected error.

If your complaint concerns the authorisation of an Electronic Transaction, we may ask you or your Authorised User to provide additional information.

We will investigate your complaint, and if we are unable to settle your complaint promptly 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.

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 of our investigation; or
- Advise you in writing that we require further time to complete our investigation.
- We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances.

If we are unable to resolve your complaint within 45 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.

Where, at the conclusion of the investigation, our decision is to refund (in whole or in part) a disputed transaction, the disputed transaction amount is usually refunded to your Account at around the time the investigation has concluded. However, any fees and/or interest charged in connection with the disputed transaction may take additional time to calculate and therefore be refunded sometime later.

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 the ePayments Code and advise you of any adjustments we have made to your linked Account. The notification will be given in writing except if the complaint is settled to your satisfaction within 5 Business Days (unless you request a written response).

If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution scheme, which is the Australian Financial Complaints Authority (AFCA). You will find contact details for AFCA in Clause 18.0.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Visa Card or PIN, we will:

- Give you copies of any booklets 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.

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 Electronic Transaction as compensation.

If we decide to resolve a complaint about the Visa Card by exercising our rights under the rules of the Visa Card Scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

## **11.2 Fraud**

If you think you've been a victim of banking or card fraud, call us immediately on 1300 790 740 Monday to Friday – 8.30am to 5.30pm AEST.

If you need help outside of business hours, please call the Visa Cardholder Support Hotline (Australia) on 1800 125 440, open 24 hours.

If you need help while you're overseas please call the Visa Cardholder Support Hotline (International) on +1 303 967 1096, open 24 hours.

We may, acting reasonably, suspend or terminate your banking services, including your ability to make external transfers if we suspect that you, or someone acting on your behalf, is being fraudulent.

### **11.3 Resolving your dispute under the scheme rules**

If you have a dispute with the merchant or other person who accepted your Credit Card, then in some cases we may be able to help by referring the dispute under the applicable card scheme rules. This depends on the type of dispute and the circumstances. If it is successful the transaction may be reversed (sometimes called a chargeback), and we will credit any refund to your account.

It is important to lodge a dispute as soon as possible, as there are time limits which may apply under the scheme rules. We do not control the time limits imposed under scheme rules. We are not responsible if you don't meet the deadlines or provide sufficient information, including any extra information we reasonably ask for. If you unreasonably delay in providing the required information we request, we can treat the dispute as withdrawn.

We may be able to claim a chargeback on your behalf in the event you report to us any unauthorised use, non-delivery of goods or services or an error in the goods and services delivered, provided you report this to us within the required timeframe as determined by Visa.

In most cases the timeframe to execute a chargeback is 120 days from the transaction date, although longer periods may apply in particular circumstances.

We are not able to claim a chargeback for some types of transactions under the applicable Visa card scheme rules. However, this does not affect your liability for unauthorised transactions under Clause 21.8.

Regardless of the timeframe, you should inform us as soon as possible if you become aware of circumstances that might entitle you to a chargeback. A chargeback fee may apply where you are found liable for the transaction.

Please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information. Further fees and charges may apply, such as a voucher trace fee, depending on the circumstances of the transaction and the information required.

## **12. Credit Card renewal and replacement**

We will replace a Credit Card where it is faulty, damaged, lost, stolen, or has expired. The use of any replacement Card is subject to the Contract.

Unless you are in breach of these terms and conditions, or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Authorised User, if any, with a replacement Visa Card before the expiry date of the current Visa Card or additional Visa Card.

If you do not wish to receive a replacement Visa Card, either for yourself or for your Authorised User, you must notify us before the expiration date of the current Visa Card.

You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Card.

We reserve the right, acting reasonably, not to reissue a Credit Card. That might happen where for example we need to complete or update our customer identification process; we don't have a valid Australian address for you.

## **13. Default**

### **13.1 When will you be in default You will be in default under the Contract if you:**

- Fail to pay us any payment due under the Contract when it is due;
- Exceed the Credit Limit;
- Fail to comply with your obligations under Clauses 1, 2, 3, 5, 6, or 8 of these Conditions of Use and it has a material impact on our legitimate interests; or
- Give us incorrect or misleading information in connection with the Contract and it has a material impact on our legitimate interests.

### 13.2 Actions we may take if you are in default

If you default we may:

- Cancel all Credit Cards;
- 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);
- Exercise any other rights that the law gives us;
- Require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees; and
  - List a default on your credit report.

Our right to take action against you 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. To list a default on your credit report will be subject to a requirement of the Privacy Act to provide notice to and allow you time listed in the notice to remedy the default.

### 13.3 Court orders and judgement

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 rate of interest applying to our Visa Credit Cards at that time.

### 14. Change of Address

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

### 15. Changes to the Contract

We may, acting reasonably, change the Contract at any time without your consent for one or more of the following reasons:

- To comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- To reflect any decision of a court, ombudsman or regulator;
- To reflect a change in our systems or procedures, including for security reasons;
- As a result of changed circumstances (including by adding benefits or new features);
- To respond proportionately to changes in the cost of providing the Card or the Account (including by changing interest rates); or
- To make them clearer.

The changes we may make include:

- Changing the Annual Percentage Rate;
- Changing the method of calculating the Minimum Monthly Payment;
- Changing the frequency of any payment;
- Changing the amount or frequency of payment of any fee or charge;
- Imposing a new fee or charge;
- Reducing (but not increasing) the Credit Limit;
- Changing the method of calculating or debiting interest; and
- Changing the maximum daily cash withdrawal limit.

We will give you notice of any change in accordance with any requirement of the National Credit Code, the Customer Owned Banking Code of Practice or any other code or law which may apply. For example, we will give:

- Notice of an increase in the Annual Percentage Rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;

- At least 20 days written notice if we:
  - 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;
  - Increase your liability for losses for Electronic Transactions;
  - 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;
  - Change the amount, frequency or time for payment of a credit fee or charge or the Minimum Monthly Payment; or
  - Make any other change to the Contract which increases your obligations or reduces the time for any payment;
- At least 30 days (or such lesser period as may be set by the Customer Owned Banking Code of Practice) written notice of:
  - Any change in the manner in which interest is calculated or the frequency with which it is debited; or
  - The imposition of a new fee or charge.

To the extent permitted by law, we are not required to give you advance notice of:

- A reduction or cancellation of daily Card limits for Electronic Transactions which are cash withdrawals, Purchases or transfers using electronic and telephone banking; or
- Other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.

We will supply information on current interest rates and fees and charges on request.

If you do not agree with any change we make to this Contract, then you may cancel your Account under Clause 9 of these Conditions of Use and give us a reason for the cancellation. We will ensure that you are treated fairly when you cancel your Account.

### 16. No Waiver

Our rights under the 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.

### 17. Assignment

We may assign or otherwise deal with our rights under the Contract without your consent and in any way, we consider appropriate, acting reasonably and in accordance with our legitimate business interests. You authorise us to disclose any information about the Account to any person in connection with the assignment.

### 18. Complaints

We understand that although we do our best to provide you with a high level of service, you may at times feel that there are issues that have not been resolved to your satisfaction. We have an internal process for handling complaints which is documented in our 'Australian Unity Complaints Management Policy', available at [www.australianunity.com.au/complaintpolicy](http://www.australianunity.com.au/complaintpolicy) or by contacting us.

You may contact us:

☎ 1300 790 740 (Mon-Fri 8.30am-5.30pm)

\* [Bankingsupport@australianunity.com.au](mailto:Bankingsupport@australianunity.com.au)

🌐 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

On receipt of your complaint, we will:

- Acknowledge your complaint within 24 hours or one business day
  - Attempt to resolve your complaint immediately where possible
  - If we are unable to resolve your complaint, within three business days we will give you the name and contact details of a person to whom you can escalate your complaint.
  - If we are unable to resolve your complaint within five business days, we will provide you with a written response upon completion of the investigation of your complaint telling you what we did in response to your complaint. We will do our best to ensure that your complaint is considered and determined within 21 days of receiving your complaint.
  - If we can't complete our investigation within this timeframe, we will let you know why and provide you with an expected date for completion of your

complaint. We will keep you informed of the progress of your complaint and give you the details of the Australian Financial Complaints Authority (AFCA).

- If you are not satisfied with our response, you can contact AFCA. AFCA is a free independent complaints resolution service that you can contact if you are unable to resolve your complaint with Australian Unity Bank.

#### **Australian Financial Complaints Authority**

Mail: Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

Telephone: +61 1800 931 678

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

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

#### **19. 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.

## **20. Privacy**

### **20.1 Privacy**

We will collect and use information about you during the course of your relationship with us. Your privacy is important to us. We only collect, use, store and disclose the Personal Information we collect about you in accordance with the requirements of the Privacy Law (Privacy Act 1988 Commonwealth) and our Privacy Policy at [www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy).

It is important that the information we hold about you is up to date. You must notify us when information you have provided to us has changed.

We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.

You can request access to your information held by us by contacting us in accordance with the procedures set out in our Privacy Policy at [www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy).

### **Our Privacy Policy**

Our Privacy Policy contains information about the circumstances in which we may collect Personal Information from other sources (including from a third party); how to access Personal Information and update or seek correction of Personal Information; and how you can raise concerns or may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled. You can obtain a copy of our Privacy Policy from our website:

[www.australianunity.com.au/privacy-policy](http://www.australianunity.com.au/privacy-policy)

### **20.2 Credit reporting**

We may disclose personal information, including information about your other credit liabilities, and defaults, to credit reporting bodies. Further information is available in our Australian Unity privacy policy from our website: <https://www.australianunity.com.au/privacy-policy>.

### **20.3 Collecting sensitive information**

We will not collect sensitive information about you, such as information about your health, without your consent

## **21. Electronic Banking**

We are a subscriber to the ePayments Code, formerly the Electronic Funds Transfer Code of Conduct (EFT Code).

The ePayments Code regulates consumer Electronic Transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY®.

Liability for any losses incurred from Electronic Transactions will be considered by the Code and not by our terms and conditions.

Our Electronic Transaction Access Facilities are:

- Cards – Visa Credit Cards;

- Telephone Banking, Internet Banking, mobile banking app; and

- BPAY®

You can access your Account using any of the Electronic Transaction Access Facilities applicable to the Account. For more information, please refer to the:

- ‘Summary of Accounts and Access Facilities’ table within this booklet; and
- ‘Schedule of Fees, Charges and Transaction Limits’ booklet.

### Important Information

Before you use an Electronic Transaction Access Facility you should:

- Familiarise yourself with your obligations to keep your Visa Card, PINs, secret codes and password’s secure;
- Familiarise yourself with the steps you need to take to report the loss, theft or unauthorised use of your Visa Card, PINs, secret codes or passwords through any Electronic Transaction channel such as BPAY® or Telephone Banking or Internet Banking or mobile banking app;
- Check your statements regularly for any irregular transactions;
- Always access the Telephone Banking or Internet Banking or mobile banking app service only using the official phone number and website address contained in the ‘How to Contact Us’ section at the beginning of this booklet; and
- Always reject any request to provide or to confirm details of your user ID numbers, PINs, secret codes or passwords. We will never ask you to provide us with these details.

If you fail to ensure the security of your cards, PINs, secret codes or passwords, you may be liable for unauthorised transactions.

#### 21.1 Card Validity

Your Visa Card/s always remain the property of Australian Unity.

The Visa Card must be signed immediately by the User in whose name it has been issued and must only be used within the ‘valid from’ and

‘until end’ dates shown on the card. For security reasons you must, as soon as the card expires, securely destroy it (including any chip).

#### 21.2 Lost or Stolen Cards

If a User suspects that a Credit Card has been lost, stolen or that the card has been used by someone else without authority, it should be immediately reported to us. We will cancel the Credit Card when you notify us.

We will also cancel a Credit Card if we learn that it has been lost and stolen in another way, for e.g. a person notifies us they have found the card.

To report the loss, theft or unauthorised use of your Card or PINs, please contact:

##### Within Australia:

- Our Customer Services Team on 1300 790 740 (Monday to Friday – 8.30am to 5.30pm AEST); or
- Visa Cardholder Support Hotline (Australia) on 1800 125 440, open 24 hours.

##### Outside Australia:

- Visa Cardholder Support Hotline (International) on +1 303 967 1096.
- Go into an overseas bank and ask them for the phone number to cancel your Visa Card; or
- Call operator assistance to obtain the Visa Global Assistance phone number for the country you are in.

#### 21.3 We may close a credit card account

We reserve the right, acting reasonably, to close the Account at any time.

We may close the Account without prior notice if:

- 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;
- The Account is inactive; or
- 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.

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.

We may also close the Account upon giving you not less than 3 months written notice.

If the account is closed, all Cards issued in relation to the Account will be cancelled.

We will not cancel any individual Card without good reason and acting reasonably 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.

#### **21.4 Security of cards, PINs, secret codes and passcodes**

##### **Card security**

For liability for unauthorised transactions, refer to Clause 21.8.

You must take note of the following when considering the security of your Access Facilities:

- You must sign your card immediately upon receipt, destroy the card when it expires by cutting it diagonally in half (including any embedded microchip, magnetic strip and validation code), not let anyone else use your card, ensure you retrieve your card after every transaction and take reasonable steps to protect your card from theft;
- You must not disclose any of your card details, PINs, codes, passwords or secret codes to anyone (including family members or friends) or expose yourself to them being obtained, such as allowing a family member or friend to see you enter a PIN or password into an ATM or on a computer.

The security of your cards, codes, PINs, passwords and secret codes is very important because they give unrestricted access to your Account. You must make every effort to protect your cards, codes, PINs, passwords and secret codes from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use.

- You must not select a code, PIN, password or secret code that represents your birth date or a recognisable part of your name. If you do select a code, PIN, password, or secret code, such as your name, a recognisable part of your name or your birth date, you may be liable for any losses that occur as a result of unauthorised use of the code, PIN, password or secret code or if your code, PIN, password or secret code has been misused or has become known to someone else. We will advise you of this at the time of providing you with an Access Facility in which you will need to select a code, PIN, password, or secret code and make a record of this.
- You must not write the code, PIN, secret code or password on an Access Facility or keep a record of the PIN, secret code or password on anything that is kept with or near any Access Facility that may be lost or stolen simultaneously, unless reasonable steps have been taken to carefully disguise the PIN, secret code or password, such as by hiding or disguising them among other records, hiding or disguising them in places where they would not expect to be found, keeping them in securely locked containers, or preventing unauthorised use of electronically stored PINs, secret codes or passwords.
- You must not act with extreme carelessness in failing to protect the security of your PINs, secret codes, or passwords. Extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour, such as keeping a record of your customer number and password to access Internet

Banking/ Mobile App in your wallet or purse, where you have clearly written “customer number and Internet Banking/Mobile App password”.

- You must immediately contact us if you think there has been a security breach on your Account. Failure to do so may increase your liability for subsequent unauthorised transactions.

### **Internet Banking and Mobile Banking App security**

You must take note of the following when considering the security of your Internet Banking and mobile banking app:

- Always log out of your Internet Banking or mobile banking app when not in use;
- Do not allow another person to use your Internet Banking or mobile banking app passwords to make purchases or payments;
- Notify us immediately if you are unable to log in to your Internet Banking or mobile banking app using your password; and
- Remove Internet Banking links or mobile banking app prior to disposing of your phone, computer, tablet, or other device.

### **Additional security guidelines**

- Do not click on links contained within an email, SMS or web page and do not provide your Personal Information following a request to do so via the email, SMS, or web page without verifying that the purported company requesting or using your Personal Information is legitimate. Viruses, trackers, and other malicious codes may be planted on your Access Facility and be used to steal your personal and financial information; and
- If you receive a call, email or alert on a device claiming that you have an internet or computer problem do not allow an unknown person to access your computer to investigate the problem. A scammer may attempt to trick you into paying for a service you don't need, ask for your bank details, or credit card details which they may use to perform unauthorised

transactions, plant a virus in your computer when they access your computer, or ask you to log on to your Internet Banking and steal your password. If you have a problem with a computer, take it to a reputable computer service to be fixed.

### **Customer Telecode to authorise transactions and account information**

When opening an Account, you may provide us with a Telecode that we may accept as proof of identity and your authority for us to carry out certain transactions verbally via telephone. The use of the Telecode is voluntary; however, without it we may not be able to appropriately identify you to assist in carrying out certain transactions on your behalf. The type of enquiries, transactions or Account information requests in which we may accept your Telecode to establish the identification of the person we are communicating with is listed on our website.

### **Telecode Security:**

- You must not disclose your Telecode to anyone other than an authorised employee of Australian Unity.
- If at any time another person knows your Telecode, you should immediately contact us to change it. If you do not cancel the Telecode, you may be liable for any unauthorised transactions made on your Account.
- You must never write down or record your Telecode without taking reasonable measures to disguise it. The Telecode may be a combination of words or letters and should not be one that would be recognisable by others to complete unauthorised transactions (e.g., children's names, pet's names, a nickname, or date of birth).

We may at any time without notice cancel your Telecode if we suspect there is a risk to the security of your Account/s.

### **SMS One Time Passwords (OTP)**

**We provide an additional layer of protection to our customers using Internet Banking through SMS OTP.**

This means that once you register for this service, an OTP is required to authenticate certain actions, such as changing a Card PIN and setting up new payees.

The OTP is sent to your pre-registered mobile phone number via SMS and each OTP is valid for approximately 5 minutes before your Internet Banking session times out.

In order to receive your OTP, you must pre-register a valid Australian mobile number with us.

It is your responsibility to inform us of any changes to your nominated mobile number for OTP notifications.

You can register for an OTP by logging into Internet Banking and selecting 'Setup Security Options' in the 'Settings' menu. Alternatively, you can contact us.

**21.5 Telephone, Internet Banking and Mobile App Banking**

Telephone, Internet Banking and Mobile App Banking (refer to 'Mobile Banking App Terms of Use' located at: <https://www.australianunity.com.au/banking/terms-and-conditions>) gives you remote access to your Account/s that allows you to obtain information about your Account/s, to transfer money between your linked Accounts, to make BPAY® and other electronic payments and to transfer money to accounts at other financial institutions via Internet Banking.

When we make Telephone, Internet Banking and Mobile App Banking available to you, we will explain:

- What services are available;
- Which of your Accounts you can access;
- Any fees or charges applicable; and
- Any restrictions over how you may use the service, such as transaction limits.

We cannot affect your Telephone, Internet and Mobile App Banking instructions if you do not

give us all the specified information or if you give us inaccurate information.

If you instruct us to make more than one payment from your Account, we will determine the order of making the payments.

We do not warrant that:

- The information available to you about your Accounts through our Telephone, Internet Banking and Mobile App Banking is always up to date;
- You will have 24/7 access to Telephone, Internet Banking or Mobile App Banking; or
- Data you transmit via Telephone, Internet Banking or Mobile App Banking is secure, however you must ensure that when accessing Internet Banking that you log on to a secure site and if using your own computer, you regularly run checks against that computer for viruses.

After you have finished accessing your Account using:

- Telephone Banking, you must ensure that you end the telephone call to our Telephone Banking service;
- Mobile banking app, you must ensure that you log off from our mobile banking app service; and
- Internet Banking, you must ensure that you log off from our Internet Banking service.

**Reporting unauthorised telephone or internet banking use**

If you believe that your Telephone Banking or Internet Banking details, or any part of your Telephone Banking or Internet Banking, has been misused, lost, or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

If you believe an unauthorised transaction has been made via BPAY®, Telephone Banking or Internet Banking, you should change any PIN, secret code or password used for this service.

## Liability

This clause applies to the full extent permitted by law (including the ePayments Code).

You will be liable for all transactions on your Account carried out by using an access number, secret code, password or PIN. You authorise us to debit all such transactions to your Account.

Except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using Telephone Banking or Internet Banking.

You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- Did not observe any of your obligations under these Terms of Use and conditions in this clause; or
- Acted negligently or fraudulently in connection with the other Terms of Use contained within this booklet, except to the extent any loss or damage was caused by our own fraud, negligence, or misconduct.

We are not liable for any loss as a result of using Telephone Banking or Internet Banking (except to the extent any loss was caused by our own fraud, negligence, or misconduct).

You acknowledge and accept that Telephone Banking and Internet Banking may only show transactions and balances current as at the previous Business Day.

### 21.6 Mistaken Internet Payments

Please note in the below information the following definitions:

"**Mistaken Internet Payment**" means a payment made by a user to an unintended recipient because the user enters or selects the wrong BSB number or account identifier due to:

- (a) the user's error; and/or
- (b) the user was advised of the wrong BSB number or account identifier;

and does not cover situations in which a user makes a payment to a recipient as a result of a scam.

"**Receiving FI**" means a financial institution whose customer has received an internet payment;

"**Sending FI**" means a financial institution whose customer has made an internet payment;

"**Unintended Recipient**" means the recipient of funds as a result of a Mistaken Internet Payment.

## Introduction

A Mistaken Internet Payment is an Internet Banking or mobile banking app payment made by you or an Authorised User through Pay Anyone, including Osko®, where the customer makes the payment to someone other than the intended recipient, being an Unintended Recipient. This may be due to inputting the incorrect name, BSB or account number, for example, the customer may have made the error themselves, or been provided with

**Warning!** If you send an Internet Banking or mobile banking payment to the wrong person it may not be possible to recover the money.

incorrect account information. Our customers may make a Mistaken Internet Payment or they may receive a Mistaken Internet Payment.

We will acknowledge every report of a Mistaken Internet Payment. The acknowledgement will be made in a way that allows you to verify you have made the report and when, by recording the details on your profile.

The process for reporting Mistaken Internet Payment will be free, or for the cost of a local call only.

To report a mistaken internet payment, please contact us:

☎ 1300 790 740 (Mon-Fri 8.30am-5.30pm)  
✉ [bankingsupport@australianunity.com.au](mailto:bankingsupport@australianunity.com.au)  
🌐 [www.australianunity.com.au/banking](http://www.australianunity.com.au/banking)

Please note that the process below is described in a manner where a report of a Mistaken Internet Payment has been made by an Australian Unity customer. However, in the event an Australian Unity customer is the Unintended Recipient of a Mistaken Internet Payment our obligations will be that of the Receiving FI.

We will investigate whether a Mistaken Internet Payment has occurred. If we are satisfied this is the case, then we will send the Receiving FI a request to return the funds, as soon as possible but otherwise within 5 business days from the date of receipt of the Mistaken Internet Payment report.

If we, or the Receiving FI, are not satisfied a Mistaken Internet Payment has occurred, the Receiving FI must seek the consent of the Unintended Recipient to return the funds. If the Unintended Recipient does not consent to the return of funds where both we and the Receiving FI are not satisfied of a Mistaken Internet Payment, or where the Mistaken Internet Payment occurred after 7 months, they are not liable for the transaction.

Where the Unintended Recipient of a Mistaken Internet Payment is receiving Services Australia income support payments or Department of Veterans' Affairs payments, the Receiving FI must recover the funds from the Unintended Recipient in accordance with the 'Code of Operation: Recovery of Debts' from a customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

#### **Reports made within 10 business days**

If both the Sending FI and the Receiving FI are satisfied a Mistaken Internet Payment has occurred and there are sufficient funds in the account of the Unintended Recipient, the Receiving FI has to return funds within 5 Business Days of receiving the request if possible, but within no longer than 10 Business Days. No consent is required from the Unintended Recipient; however, we will advise an Unintended Recipient of the Mistaken

Internet Payment in the event our customer is the Unintended Recipient.

The Sending FI must return the funds to the customer as soon as possible after receipt of funds from the Receiving FI.

#### **Reports made after 10 business days and within 7 months**

If both the Sending FI and the Receiving FI are satisfied a Mistaken Internet Payment has occurred and there are sufficient funds in the account of the Unintended Recipient, the Receiving FI must investigate the Mistaken Internet Payment within 10 Business Days. The Receiving FI must prevent the Unintended Recipient from withdrawing the funds for a further 10 Business Days and advise that funds will be withdrawn unless the Unintended Recipient establishes an entitlement to the funds within 10 Business Days of the date of the 'freeze' on funds.

If the Unintended Recipient does not establish that they are entitled to the funds within 10 Business Days, the Receiving FI must return the funds within a further 2 Business Days.

The Sending FI must return the funds to the customer as soon as possible after receipt of funds from the Receiving FI.

#### **Reports made after 7 months or more**

If funds are available in the Unintended Recipients account and the report is made after 7 months of the transaction, providing we and the Receiving FI are satisfied of the mistake, the Receiving FI must seek the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents to the return of funds, the Receiving FI must return the funds to the Sending FI as soon as possible, and the Sending FI must return the funds to the account holder immediately.

There are no timeframes specified for the investigation of Mistaken Internet Payment that occurred after 7 months.

#### **Unintended recipient has insufficient funds**

If there are not sufficient funds to the full value of the Mistaken Internet Payment, the

Receiving FI is only required to use reasonable endeavours to retrieve the funds from the Unintended Recipient (for example, by facilitating repayment by instalments). The Receiving FI is not liable for the payment.

Where the Unintended Recipient has received funds into an account with a debit facility, such as a line of credit or an overdraft account, and the Mistaken Internet Payment amount will overdraw the account or increase the debit balance, the Receiving FI cannot debit the account without the consent of the Unintended Recipient.

There are no timeframes for the return of funds where the Unintended Recipient does not have sufficient funds in their account.

Please note that where there are insufficient funds in the account of an Unintended Recipient, and the Unintended Recipient receives income support from Centrelink, the Receiving FI can only recover the funds in accordance with the Code of Operation for Centrelink Direct Credit Payments.

#### **Mistaken Internet Payment outcome notification**

We will inform you of the outcome of a reported Mistaken Internet Payment in writing and within 30 Business Days of the report.

#### **Complaints**

A customer who reports a Mistaken Internet Payment can make a complaint to us about how the report is dealt with and, if not satisfied with the outcome after going through our Internal Dispute Resolution procedure, can also complain to the Australian Financial Complaints Authority (AFCA). You will find our complaint process in Clause 18.0 and contact details for AFCA in Clause 18.0.

In the event an Unintended Recipient complains that they had an entitlement to the funds, they would have to establish to AFCA's satisfaction that they had an entitlement to the funds, and that they had provided that information to us within 10 Business Days, before AFCA could find that they had suffered a compensable loss.

Any complaints made by a customer of ours in relation to the Receiving FI will be handled by us directly with the Receiving FI. We will not refer you to the Receiving FI for resolution. Therefore, it is important to note that AFCA will not consider complaints made by customers in the event a Receiving FI was not satisfied a Mistaken Internet Payment had occurred.

#### **Exclusions**

BPAY® payments and PayTo Payments are excluded from the Mistaken Internet Payment process.

#### **21.7 Electronic Transaction limits**

We limit the amount of Electronic Transactions you may make on any one day or other period, either generally or in relation to a particular Access Facility. These transaction limits are set out in the 'Schedule of Fees, Charges and Transaction Limits' booklet and in some cases, we may restrict these limits at our discretion, acting reasonably, or at your request or the request of an Authorised User.

We may change any transaction limit or impose new transaction limits by giving you notice.

Please note that Merchants, billers, or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may also require you to apply for new transaction limits if you change any password or secret code on an Access Facility. We will require you to provide proof of identity that satisfies us.

We may, acting reasonably, reduce transaction limits to zero for security reasons at any time if we believe there is a risk to your Account/s.

#### **21.8 Liability for Unauthorised Transactions**

An unauthorised transaction is a transaction that is not authorised by you. An unauthorised transaction does not include any transaction that is performed by you or anyone who performs a transaction with your knowledge

and consent. Liability for unauthorised transactions will be considered in accordance with the ePayments Code, and not by our terms and conditions.

### **Not liable for losses arising from unauthorised transactions**

You are not liable for losses caused by unauthorised transactions:

- Where it is clear that you have not contributed to the loss;
- Where the loss is caused by the misconduct, fraudulent or negligent conduct of employees or agents, third parties involved in any networking arrangements, Merchants or their employees or agents;
- Relating to forged, faulty, expired or cancelled Access Facilities ;
- That are caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
- Where unauthorised transactions are made using a part of an Access Facility without a password, secret code, PIN or device (for example, card).
- Where transactions can be made using devices without passwords, secret codes or PINs, the customer is only liable if there has been an unreasonable delay in the customer reporting the unauthorised transaction;
- Where we can prove by way of an acknowledgement of receipt that a customer had received their Access Facility, password, secret code or PIN (Note: we cannot rely on proof of delivery to an address alone that you actually received any Access Facilities or passwords/PINs);
- Resulting from unauthorised use of your Access Facility or any part of your Access Facility:
  - Before you receive all parts of your Access Facility necessary to perform transactions (including reissued facilities); or
  - After you notify us that your Access Facility or any part of your Access Facility

has been misused, lost or stolen, used without your authorisation, or, where relevant, that the security of Your PIN, secret code or password has been breached.

### **Liable for losses arising from unauthorised transactions**

**You will be liable for losses caused by unauthorised transactions in the following circumstances:**

- Where we can prove on the balance of probability that you contributed to a loss through fraud or breaching the security requirements in Clause 21.4, then you will be liable in full for the actual loss occurs before you notify us that your Access Facility or any part of your Access Facility has been misused, lost or stolen, used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else or breached;
- Where you unreasonably delay notifying us of the misuse, loss, theft or unauthorised use of the Access Facility or any part of your Access Facility or, where relevant, of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us;
- Where you have left your card in an ATM, provided the ATM has reasonable safety standards that greatly reduce any risk associated with leaving your card in an ATM, such as cards that are captured by the ATM after a reasonable amount of time;

**However, you will not be liable for any portion of losses incurred that:**

- Exceeds any applicable daily or periodic transaction limits;
- Exceeds the balance of your Account (including any prearranged credit); or

- Are on any Account which you had not agreed with us could be accessed using the Access Facility.

Where more than one password, secret code or PIN is required to perform a transaction, and we can prove, acting reasonably, a customer breached the security requirements in Clause 21.4 for one or more of the required passwords, codes or PINs, the customer is liable if we can also prove, on the balance of probability, that the breach of the security requirements under Clause 21.4 was more than 50% responsible for the losses when all of the contributing factors are considered.

Liability for losses arising from unauthorised transactions will be considered by the ePayments Code and not by our terms and conditions.

Where there is a loss as a result of fraud or negligence by our employees or agents, we will be liable for that loss.

#### **Other situations - Limited Liability**

Where a PIN, secret code or password is required to perform the unauthorised transaction and your liability detailed in this clause does not apply, you are liable for the lesser of:

- \$150, or a lower figure as decided by us at our discretion;
- The balance of your Account, including any prearranged credit that you agreed could be accessed using the Access Facility; or
- The actual loss at the time you notify us that your Access Facility or any part of your Access Facility has been misused, lost, stolen or used without your authorisation, or, where relevant, the PIN, secret code or password became known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Facility or your Account).

#### **Equipment Malfunction**

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 the instructions of you or your Authorised User. We are responsible to the account holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with yours or your Authorised User's instructions.

However, we will not be liable for consequential damages where 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. In this case, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

### **21.9 BPAY®**

#### **Introduction**

BPAY® allows you to pay bills bearing the BPAY® logo through Telephone Banking, Internet Banking or the mobile banking app. When you instruct us to make a BPAY® payment via Telephone Banking, Internet Banking or the mobile banking app, you must input the biller code (found on your bill), your Customer Reference Number (e.g., your account number with the biller, also found on your bill), the amount to be paid and the Account from which the amount is to be paid.

We cannot affect your BPAY® instructions if you do not give us all the specified information or if you give us inaccurate information.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

#### **Processing BPAY® payments**

We will process your BPAY® payments promptly and efficiently wherever possible. You must tell us immediately if you:

- Become aware of any delays or mistakes in processing your BPAY® payment;



- Did not authorise a BPAY® payment that has been made from your Account; or
- Believe that you may have been fraudulently induced to make a BPAY® payment.

Please note that you must provide us with written consent addressed to the biller who received that BPAY® payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify your BPAY® payment.

A BPAY® payment instruction is irrevocable.

Except for future-dated payments, you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.

A BPAY® payment is treated as received by the biller to whom it is directed:

- On the date you direct us to make it, if we receive your direction by the cut off time on a banking Business Day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
- Otherwise, on the next banking Business Day after you direct us to make it.

Please note that the BPAY® payment may take longer to be credited to a biller if you instruct us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® payment immediately upon receipt. If we are advised that your payment cannot be processed by a biller, we will:

- Advise you of this;
- Credit your Account with the amount of the BPAY® payment; and
- Take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

It is imperative you ensure you input the correct biller code when making BPAY® payments. If you have made a payment to the incorrect biller and we cannot recover the amount from the biller who received it within

20 banking Business Days of us attempting to do so, you will be liable for that payment.

Please keep a record of the BPAY® receipt numbers on the relevant bills.

### **Future dated BPAY® payments**

Please note that this is an optional facility depending on whether we offer it.

You may arrange BPAY® payments up to 60 days in advance of the due date. If you use this option, you must take note of the following:

- You are responsible for maintaining sufficient cleared funds to cover all future dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility, there must be sufficient available credit for that purpose;
- If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made and you may be charged a dishonour fee (please refer to the 'Schedule of Fees, Charges and Transaction Limits' booklet for more information);
- You are responsible for checking your Account transaction details or Account statement to ensure the future dated payment is made correctly;
- You should contact us if there are any problems with your future-dated payment; and
- You must contact us if you wish to cancel a future-dated payment after you have given the direction, but before the date for payment. You cannot stop the BPAY® payment on or after the due date.

### **Consequential damage for BPAY® payments**

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 would make this clause illegal, void or 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 that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than loss due to our fraud, negligence or misconduct or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services that may not be excluded, restricted or modified at all, or only to a limited extent. For the purposes of this clause, 'consequential loss' means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

#### **21.10 Exclusions of warranties and representations**

This clause is subject to your rights under the ePayments Code.

We do not warrant that Merchants, ATMs or EFTPOS Terminals displaying the Visa symbol will accept your Visa Card.

We do not accept any responsibility should a Merchant, bank or other institution displaying the Visa symbol refuse to accept or honour your Visa Card.

We are not responsible for any defects in the goods and services you acquire through the use of your Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

We are not liable for any discrepancies in cash received through ATM's. We recommend that where possible, you include the ATM deposit advice card in the envelope with the deposit (or any other relevant evidence). We will assist you in disputing the transaction with the relevant ATM provider, however if they respond advising there were no cash discrepancies, we are not liable to compensate you for this. We will direct you to either follow up with the ATM provider further after we advise the outcome of the initial investigation and you are dissatisfied with the response,

and/or your right to complain about the outcome to the) Australian Financial Complaints Authority (AFCA). You will find contact details for AFCA in Clause 18.0.

#### **22. Information Statement**

This statement tells you about some of the rights and obligations of you and Australian Unity Bank. It does not state the terms and conditions of your loan contract.

The National Credit Code requires us to give you this statement. References in it to the 'credit provider' are a reference 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 credit 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**

##### **22.1 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 credit contract is entered into; or
- You make an offer to enter into the credit contract;

Whichever happens first.

##### **22.2 How can I get a copy of the final credit contract?**

If the credit 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 credit contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the credit contract document to keep.

If you want another copy of your credit 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 credit contract came into

existence one (1) year or less before your request; or

- Otherwise within 30 days of your written request.

### **22.3 Can I terminate the credit contract?**

Yes. You can terminate the credit contract by writing to the credit provider so long as:

- You have not obtained any credit under the credit 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 credit contract.

However, you will still have to pay any fees or charges incurred before you terminate the credit contract.

### **22.4 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 credit contract.

### **22.5 How can I find out the payout figure?**

You can write to your credit provider at any time and ask for a statement of account 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 of account within seven (7) days after you give your request to the credit provider. You may be charged a fee for the statement of account.

### **22.6 Will I pay less interest if I pay out my credit 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 credit contract permits your credit provider to charge one) and other fees.

### **22.7 Can my credit contract be changed by my credit provider?**

Yes, but only if your credit contract says so.

### **22.8 Will I be told in advance if my credit provider is going to make a change in the credit 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 credit contract.

### **22.9 Is there anything I can do if I think that my credit 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.

### **Australian Financial Complaints Authority (AFCA)**

GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

### **Insurance**

### **22.10 Do I have to take out insurance?**

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.

### **22.11 Will I get details of my insurance cover?**

Yes, if you have taken out consumer credit insurance. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

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 insurance contract.

### **22.12 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.

### **22.13 In that case, what happens to the premiums?**

Your insurer must give you a refund or credit unless the insurance is to be arranged with another insurer.

### **22.14 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**

### **22.15 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 credit contract in a number of ways:

- To reduce payments; or
- To delay payments for a set time.

### **22.16 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.

### **22.17 Can my credit provider take action against me?**

Yes, if you are in default under your credit 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.

### **22.18 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CREDIT 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.**

**Australian Financial Complaints Authority (AFCA)**  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

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

## **23. Our rights and discretions**

We will exercise our rights and discretions under these Conditions of Use in a way that is fair and reasonable. This includes when we

change any term of these Conditions of Use, or change our fees and charges. When exercising our rights and discretions we will take into account a range of factors, including our legitimate business interests, our regulatory and prudential obligations, our obligations under card scheme rules, our cost of doing business, the prevention of the misuse of our facilities (including to prevent potential fraud, scams and financial abuse), and the management of any risks.

### 23A. Our fraud, negligence, and misconduct

Where a provision of these Conditions of Use refer to our fraud, negligence or misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and misconduct of our officers, employees, contractors, agents, attorneys or receivers.

### 24. Definitions

In these Conditions of Use and the Letter of Offer:

“**Account**” means the Account we set up to record Transactions under the Contract.

“**Additional Cardholder**” means a person you nominate and to whom we issue an additional Card.

“**Access Facility**” means a facility we authorise for you to use as evidence of your authority to make an Electronic Transaction or to access information about your Account that does not

“**Additional Cardholder**” means a person you have nominated and we have accepted as an additional cardholder on your Credit Card Account.

“**Annual Percentage Rate**” means the Annual Percentage Rate or rates set out in the Letter of Offer and, if varied, the rate as varied.

“**ATM**” means Automatic Teller Machine, a machine maintained by a Financial Institution in which you insert your Card and input your PIN in order to obtain Account information or to make cash withdrawals.

“**Available Credit Amount**” means the amount obtained by subtracting from the Credit Limit:

- The negative (debit) balance (if any) of the Account at that time;
- Any uncleared funds that have been applied to the Account (if any); and

- The amount of all authorised Transactions not yet debited to the Account (if any).

“**Business Day**” means any day on which we are open for business (Melbourne or Sydney).

“**BPAY®**” means the electronic payment scheme called BPAY®, which enables you to make bill payments to billers who participate in the BPAY® scheme, via Telephone Banking or Internet Banking provided BPAY® Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000 (BPAY® Pty Ltd).

“**Business Day**” for the purposes of these terms and conditions, a ‘Business Day’ means a day that is not a Saturday, a Sunday or an Australian national public holiday.

“**Card**” means a Visa 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.

“**Cash Advance**” means a Transaction on the Account which results in you receiving actual cash (whether via an Electronic Terminal or by other means) and includes:

- A Purchase of ‘quasi-cash’ items such as travellers cheques;
- The payment of a bill at a bank or agent of the biller, which is nominated by the biller (for example, the payment of utility bills);
- A funds transfer to another account held by you or a third party with us or another financial institution; or
- A BPAY payment.

“**Charge**” means an amount debited to the account, including a Cash Advance, Purchase, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the Contract.

“**Contract**” means the credit contract between you and us, comprising these Conditions of Use and the Letter of Offer.

“**Closing Balance**” means the Credit Card Account Balance, calculated on the day we issue a statement as the balance for the end of the statement period.

“**Credit Card**” means a credit card (whether in plastic or digital form) which we have issued

for use on your Credit Card Account and which is subject to these Conditions of Use.

“**Credit Limit**” means the Credit Limit for the Account set out in the Letter of Offer and, if varied, the Credit Limit as varied.

“**Due date**” means the date set out in your statement as the date the Minimum Monthly Payment is due.

“**EFTPOS Terminal**” means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card and PIN to conduct an EFTPOS transaction, for example, purchasing goods at a supermarket and selecting

“**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.

“**Electronic Transaction**” means a payment, funds transfer or cash withdrawal 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 User must provide to perform a Transaction and which the User knows but is not required to keep secret, such as an account number or a serial number.

“**Internet Banking**” means a service we provide, either through our website or mobile banking app, that enables you to make Electronic Transactions such as:

- Transferring funds between your Accounts with us;
- Transferring funds to accounts at other financial institutions (including via Osko);
- BPAY®; or
- To obtain your Account information.

Transaction or the User. It does not include a security number printed on a card.

“**Linked Account**” means your Account/s which you link to a Visa Card, and includes any overdraft which you may attach to your Account.

“**Letter of Offer**” means the Letter of Offer, including the Financial Information Table, which we send you advising of our approval of your application for the Account. It forms part of your Contract with us.

“**Merchant**” means a retailer or any other provider of goods or services. In relation to PayTo (including in section 37 “PayTo”), Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement.

“**Minimum Monthly Payment**” means the amount determined in accordance with Clause 8.2. It will be included in the ‘Minimum Payment’ amount in your statement.

“**Minimum Monthly Payment**” means the minimum payment required to be made by you each month, as shown on your statement.

“**Mistaken Internet Payment**” means a payment made by a user to an unintended recipient because the user enters or selects the wrong BSB number or account identifier due to:

- (c) the user’s error; and/or
- (d) the user was advised of the wrong BSB number or account identifier;

and does not cover situations in which a user makes a payment to a recipient as a result of a scam.

“**National Credit Code**” means the National Credit Code set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth). The National Credit Code may apply to this Contract if you are an individual or strata corporation and credit is provided for personal, domestic or household purposes.

“**Passcode**” 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.

“**Personal Information**” means Personal Information, as that term is defined in the Privacy Law, that is provided to, or obtained or

accessed by, us in the course of providing products and services to you.

“**Privacy Law**” means the Privacy Act 1988 (Cth) and any legislation that applies to you from time to time in force in Australia.

“**Privacy Policy**” means the Australian Unity Limited Privacy Policy as amended from time to time and available on our website or by calling us.

“**PIN**” means the Personal Identification Number which is issued to a User by us for use with a card at an ATM or EFTPOS.

“**Purchase**” means any Transaction (other than a Cash Advance) with a Merchant, the payment for which is authorised by a User to be made on the Account and includes an order made for goods or services which are not taken.

“**Telephone Banking**” means a service we offer through a telephone communication network that enables you to make Electronic Transactions such as BPAY® or obtain account information.

“**Transaction**” means a Transaction on your Account, including withdrawing cash from an ATM, purchasing goods and/or services at Visa outlets, and making a payment via the internet or telephone using the card number.

“**User**” means you, any Additional Cardholder and any other individual authorised by you and us to perform Transactions.

“**we**”, “**us**” or “**our**” means Australian Unity Bank Limited ABN 30 087 652 079 AFSL/Australian Credit Licence 237994 who has issued you with the Card.

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