



Low Rate Visa Credit Card Conditions of Use

1 January 2019

Australian Unity Bank Limited

ABN: 30 087 652 079 AFSL/Australian Credit Licence: 237994 BSB 803-228

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Information Statement

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

The Card is offered to you on the terms set out in these Conditions of Use and in the Letter of Offer. 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

How to Contact Us

You can contact us using one of the following methods:

-  Phone us on 1300 790 740 (Monday to Friday – 8.30am to 5.30pm AEST)
-  Write to us at GPO Box 1801, Melbourne VIC 3001
-  Email us at: bankingsupport@australianunity.com.au

Security Information

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 Hotline on 1800 450 346, 24 hours a day, 7 days a week.

Outside Australia:

- Cardholder Support Hotline (Australia) on +1 303 967 1090.
- 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.

IMPORTANT: Please contact us before you travel overseas for the current Visa hotline arrangements. Contact may also be made within the country you are travelling with Visa. Countries have different hotline details.

Customer Owned Banking Code of Practice

We subscribe to the Customer Owned Banking Code of Practice.

The 10 Key promises under the Code are:

1. We will be fair and ethical in our dealings with you
2. We will focus on our Customers
3. We will give you clear information about our Products and Services
4. We will be responsible lenders
5. We will deliver high customer service and standards
6. We will deal fairly with any complaints
7. We will recognise Customers' rights as owners
8. We will comply with our legal and industry obligations
9. We will recognise our impact on the wider community
10. We will support and promote the Customer Owned Banking Code of Practice

Further details on the code can be found at our website.

Summary of Accounts

The table below outline 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 the Financial Services Guide before acquiring any product.

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

Visa Credit Card Account	
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	✓
Pay Anyone	✓
Osko	✓
BPAY®	✓
Bank@Post™	✓
Cheque Book	✗
Additional Information	

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1. Meaning of Words

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.

“**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).

“**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, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the Contract.

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

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

“**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.

“**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.

“**Minimum Monthly Payment**” means the amount determined in accordance with Clause 17. It will be included in the ‘Minimum Payment’ amount in your statement.

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

“**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.

“**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.

“**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.

2. The Credit Contract

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

3. Account Activation, Card Security and Liability

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

3.2 A Card can only be used if the Account to which it relates has been activated and the Card has been signed by the User. A Card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.

3.3 The Account is a single account for all Cards which may be issued under the Contract.

3.4 The new 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.

3.5 You must sign the Card as soon as you receive it and before you use it. You must also ensure that each Additional Cardholder signs their Card as soon as it is received and before it is used. The Account is a single account for all Cards which may be issued under the Contract.

3.6 Subject to these Conditions of Use, you are liable for all charges on your Account including charges incurred by an Additional Cardholder. You must ensure that all Cards are used in accordance with these Conditions of Use.

3.7 We will provide a PIN to use the Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Card. We may also give you or allow you to select another Passcode for Transactions. You must keep any Passcode secret. Please refer to Clause 32 for more requirements and guidelines in relation to security.

3.8 A User must notify us immediately on becoming aware that a Card is lost, stolen or used without your authority, or that a Passcode has become known to someone else (or the User suspects that it has become known to someone else) by:

- Telephoning the Card Service Centre 24 hour toll free hotline in Australia on the numbers listed below; or
- Advising any financial institution that displays the Visa symbol.

VISA CARD HOTLINE

Australia wide toll free
1800 648 027
From overseas
+61 2 8299 9101

3.9 If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, a User must notify an organisation displaying the Visa symbol and also then confirm the loss, theft or misuse of the Card or breach of Passcode security:

- With us by telephone or priority paid mail as soon as possible; or
- By telephoning the Visa Card Hotline for the country the User(s) is/are in, which must be obtained from us prior to departure.

3.10 We will acknowledge the notification by giving a reference number that verifies the date and time we were contacted. Please retain this number as evidence of the time of contacting us.

3.11 If for any reason the hotline is unavailable and this prevents notification, you will not be liable for any unauthorised Transaction during this period which could have been prevented had the hotline been available, provided we are notified within a reasonable time of the hotline becoming available again.

3.12 Delay in notifying us may increase your liability.

3.13 You are not liable for losses arising from an unauthorised Electronic Transaction:

- Where it is clear that a User has not contributed to the loss;
- Caused by the fraud or negligence of:
 - Employees or agents of us;
 - Any third party involved in networking arrangements; or
 - Any Merchant or their employee or agent;
- Caused by the same Transaction being incorrectly debited more than once to the same account;
- Caused by a forged, faulty, expired or cancelled Card, Identifier or Passcode;
- Caused by an Electronic Transaction which does not require Passcode authorisation that occurred before receipt of the Card;
- Caused by an Electronic Transaction which requires Passcode authorisation that occurred before receipt of the Passcode;
- Arising from an unauthorised Electronic Transaction that can be made using an Identifier without the Card or Passcode; or
- Arising from an unauthorised Electronic Transaction that can be made using the Card, or the Card and an Identifier, but without a Passcode, if you do not unreasonably delay reporting the loss or theft of the Card.

3.14 If there is a dispute about whether a User received a Card or Passcode:

- It is presumed that the User did not receive it, unless we can prove that the User did receive it;
- We can prove that the User did receive it by obtaining an acknowledgment of receipt from the User; and
- We may not rely on proof of delivery to the correct mailing address or electronic address of the User to prove that the User did receive it.

3.15 Where we can prove on the balance of probability that a User contributed to a loss from an unauthorised Electronic Transaction through fraud, or breaching the Passcode security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the Card or breach of Passcode security is reported to us or the Visa Card Hotline. However you are not liable for the portion of losses:

- Incurred on any one day that exceeds any applicable daily Transaction limit on your account;
- Incurred in any period that exceeds any applicable periodic Transaction limit on your Account;
- That exceeds the balance on your Account, including any pre-arranged credit; or
- Incurred on any account that you and we had not agreed could be accessed using the card or Identifier and/or Passcode used to perform the Electronic Transaction.

3.16 You are liable for losses arising from unauthorised Electronic Transactions that occur because you, or an Additional Cardholder, contributed to losses by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

3.17 Where we can prove, on the balance of probability, that a User contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the Passcode security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen Card), and when the security compromise was reported to us or the Visa Card Hotline. However you are not liable for the portion of losses:

- Incurred on any one day that exceeds any applicable daily Transaction limit on your Account;
- Incurred in any period that exceeds any applicable periodic Transaction limit on your Account;
- That exceeds the balance on your Account, including any pre-arranged credit; or
- Incurred on any account that you and we had not agreed could be accessed using the card and/or Passcode used to perform the Electronic Transaction.

3.18 Where a Passcode was required to perform an unauthorised Electronic Transaction and Clauses 3.15, 3.16 and 3.17 do not apply, your liability is the lesser of:

- AU\$150;
- The actual loss at the time of notification to us or the Visa Card Hotline of the misuse, loss or theft of the Card, or of the breach of Passcode security (except that portion of the loss that exceeds any daily or periodic

Transaction limits applicable to the use of your Card or your Account); or

- The balance of your Account.

3.19 If a User reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this Clause 3 for an amount greater than your liability if we exercised any rights under the rules of the Visa Credit Card Scheme at the time the report was made against other parties to the scheme (for example, chargeback rights).

3.20 You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with a User's instructions. If a User should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

3.21 Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.

3.22 For a Transaction that is not an unauthorised Electronic Transaction, if a Card or Passcode is used without authority, you are liable for that use before notification to us or the Visa Card Hotline of the unauthorised use, up to the Credit Limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Visa Credit Card Scheme against other parties to that scheme.

4. Additional Cardholders

We may issue a Card to any person you nominate, provided that person is at least 18 years of age and satisfies the identity verification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

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.

You must ensure that each Additional Cardholder receives a copy of the Contract, reads it and protects their Card and PIN and any other Passcode in the same way as the Contract requires you to protect your Card and PIN and any other Passcode. If an Additional Cardholder does not comply with the Contract, you will be liable to us.

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.

You can at any time revoke the authority of an Additional Cardholder to operate the Account by telling us in writing and by returning the additional Card to us. We will then cancel the additional Card. Except for Transactions which were processed and approved before we received your instructions and Transactions we are otherwise unable to stop, you will not be liable for Transactions effected by the Additional Cardholder after we receive your instructions to revoke their authority.

5. Credit Limit

Your Credit Limit is set out in the Letter of Offer.

You can ask us to increase the Credit Limit at any time but we are not required to agree. It will be increased only at your request or with your consent. From January 2019 you will be able to reduce your Credit Limit within internet banking.

The Credit Limit is the maximum amount of credit you may obtain on the Account. The Account balance must not exceed the Credit Limit. Any amount in excess of the Credit Limit must be paid to us immediately.

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.

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.

6. Codes of Practice

We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Association 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.

7. Using the Card

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.

The maximum daily ATM Cash Advance amount is AU\$1,250 or as we advise you from time to time in accordance with Clause 24.

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

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

You may request a balance transfer in accordance with Clause 11.

You agree that we can debit the Account with all Transactions authorised by a User. 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 a 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;

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

You may be issued with a Card, the Card will feature Visa payWave functionality which is identifiable by the payWave logo. With payWave you will be able to make faster Purchases. Instead of swiping your card as you always have, you will just need to tap your card against the contactless reader.

Payments using the payWave functionality can only be made at a participating Merchant and if your Purchase under AU\$100. If your Purchase is equal to or over AU\$100, you will still need to enter a PIN.

Our security systems, including Visa's, continue to protect you from unauthorised Transactions.

The same conditions apply to your Visa payWave Transactions as your other Card Transactions.

8. Authorisation by Us

We may choose at any time not to authorise a Transaction, where this is required for security or credit risk purposes. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to do so.

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.

9. Standing Authorities

You can, at any time, authorise another person pursuant to a periodic authority to debit your Account.

To cancel such an authority, you should notify that third party according to any arrangements between you and that third party. You may also notify us.

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

10. 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.

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.

11. Balance Transfer

There is no interest free period for balance transfers. At the end of the promotional balance transfer period any remaining balance will revert to the published cash advance rate. We will notify you prior to the expiry of your balance transfer period.

You may request us to transfer to the Account the outstanding balance of a credit or charge account held by you or any other person with another credit provider in Australia, provided that:

- A balance transfer will only be permitted up to 95% of the available credit amount;
- The balance transfer amount is greater than the amount we specify from time to time in our Letter of Offer; and
- The Account is not delinquent.

You accept that a balance transfer may be refused by us at our discretion.

12. 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 24.

13. Interest

Please note in the below information the following definition:

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

13.1 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 18, to an amount owing on a previous statement.

Otherwise, interest will be payable in accordance with Clause 13.3 on each Purchase listed in your statement from the statement due date following the Purchase until the date it is paid in full.

13.2 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.

13.3 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.

13.4 Interest on Deposits

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

14. Fees and Charges

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 under Clause 24.

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.

Any fee or charge in foreign currency will be converted into Australian dollars in accordance with Clause 15.

All fees and charges debited to the account will be payable by you in accordance with Clause 17.

Please note: If your Account was established prior to 1 June 2015 must pay the annual fee as advised to them 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.

15. Using the Card Outside Australia

All Transactions made in a foreign currency on the Card will be converted into Australian dollars by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the Government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the Transaction).

All Transactions made in a foreign currency on the Card are subject to a conversion fee equal to 2% of the value of the Transaction and payable to Cuscal, the principal member of Visa Worldwide, plus 1% of the value of the Transaction payable to us. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change in accordance with Clause 24.

Some overseas Merchants and ATMs charge a surcharge for making an Electronic Transaction. Once you have confirmed the Transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the Purchase price.

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

Before travelling overseas, you or an Additional Cardholder should consult us to obtain the Visa Card Hotline telephone numbers for the country of destination.

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

16. Statements

We will send you a statement each month where there is any financial activity or a balance outstanding on your Account. In all cases we will send you a periodical statement at least every six (6) months and you may request more frequent statements.

Each debit and credit to your Account takes effect on the date we assign to it which may not be the date on which it is processed and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of the Contract.

You should check each statement and tell us of any entry in the statement which you dispute.

You may request a copy of any statement of account at any time subject to any fee referred to in the Letter of Offer.

17. Payments

17.1 You must pay us immediately upon receipt of 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).

17.2 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 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:

- a) 3% (rounded up to the nearest dollar) of the closing balance (excluding any overdue amount) or;
- b) \$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.

17.3 Your statement will include all amounts owing under Clause 17.1 and 17.2 in the 'Minimum Payment' amount on your statement.

17.4 You may pay us as much as you wish towards the closing balance of the statement in addition to the amounts referred to in Clauses 17.1 and 17.2. Subject to Clause 13, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain Transactions.

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

17.6 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.

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

17.8 A payment will not be treated as made until the date we credit the payment to the Account in the ordinary course of business. If 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 by cheque or other instrument or through Bank@Post will not be available to increase the available credit amount until honoured.

17.9 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'.

17.10 If your cheque or other payment instrument is not honoured in full when first presented or if a payment through Bank@Post 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.

18. Application of Payments

We will apply payments we receive on your Account first to amounts owing which attract the highest Annual Percentage Rate and then to the next highest interest rate and so on.

19. Default

19.1 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 3, 4, 5, 7, 13, 14 or 17 of these Conditions of Use; or
- Give us incorrect or misleading information in connection with the Contract.

19.2 If you default we may (subject to Clause 19.3):

- Cancel all 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; and
- Require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.

19.3 Our right to take action against you under Clause 19.2 may be subject to a requirement of the National Credit Code that we first give a notice allowing you at least 30 days from the date of the notice to remedy the default. If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another of the same type. If you do not comply with the notice, if we are not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under Clause 19.2.

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

20. Closure of the Account and Cancellation of the Cards by Us

We reserve the right 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 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. Closure of the Account and Cancellation of the Card by You

You may close the Account at any time by making a written request to us. If the Account is closed, all Cards issued in relation to the Account will be cancelled. From January 2019 you will be able to close your Account within internet banking.

You may request us in writing, in accordance with Clause 4, to cancel the Card of an Additional Cardholder.

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

22. 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.

If your Account has a positive (credit) balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of your accounts with us.

23. Change of Address

You must tell us promptly if you change your address.

24. Changes to the Contract

We may 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 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 Association 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.

25. Card Renewal

We may automatically issue you and any Additional Cardholder with a replacement Card whenever the current Card expires at our discretion. The use of any replacement Card is subject to the Contract.

26. 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.

27. Assignment

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

28. Commissions and Related Payments

If you take out 'Consumer Credit Insurance' through an arrangement we have with an insurance company then we may receive commission for the introduction of insurance business.

The commission will be disclosed to you in the Letter of Offer.

If you choose to debit the premiums from your Account (annually or monthly) such a debit will be shown on your statement.

29. Evidence

You agree that a sales voucher or other record of a Transaction provided by a Merchant or ATM is admissible evidence of the Transaction and of the amount shown, even if it is not signed by a User, and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

You also agree that a statement given by us stating the amount of the outstanding balance of the Account, or any other amount recorded on the Account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

30. 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.

31. Privacy

You agree that information about you (including credit information about you and the Account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal as the principal member of Visa Worldwide), any person providing services in connection with the administration of your application or Account (including your use of BPAY) or the marketing of our services or those of any body corporate related to us.

You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

Please view our Privacy Notice which specifically lists the matters you need to be aware of when providing your personal and/or credit-related information to us.

Please view our Privacy and Credit Reporting Policy for further information on our privacy and credit reporting obligations in general.

You can obtain a copy of our Privacy Policy and Credit Reporting Policy from our website: <https://www.australianunity.com.au/wealth/banking/terms-of-use>.

32. Security

A User must not voluntarily disclose a Passcode (this includes a PIN) to anyone, including a family member or friend.

A User must not write or record a Passcode on the Card, or keep a record of the Passcode on anything carried with the card or liable to loss or theft simultaneously with the Card, unless the User makes a reasonable attempt to protect the security of the Passcode.

If a Card is not needed to perform an Electronic Transaction, a User must not keep a written record of all Passcodes required to perform Electronic Transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Passcode.

A reasonable attempt to protect the security of a Passcode record includes making any reasonable attempt to disguise the Passcode within the record, or prevent unauthorised access to the Passcode record, including by:

- Hiding or disguising the Passcode record among other records;
- Hiding or disguising the Passcode record in a place where a Passcode record would not be expected to be found;
- Keeping a record of the Passcode record in a securely locked container; or
- Preventing unauthorised access to an electronically stored record of the Passcode record.

A User must not be extremely careless in failing to protect the security of a Passcode. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Security guidelines

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

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

33. Complaints

If you have a complaint or believe that an error has occurred in any Transaction, charge, refund or payment or on a statement, you should

contact us promptly on the telephone numbers listed at the front of this document, as set out in our communication (including statements).

If you would like to provide us feedback on your experience you can contact us on:

☎ Phone us on 1300 790 740
(Monday to Friday - 8.30am and 5.30pm AEST)
✉ Email us at
bankingsupport@australianunity.com.au
🌐 Visit us at
<http://www.australianunity.com.au/banking>

To assist with our investigations you will need to provide the following information:

- Your name, address, membership number, Card Details and account information;
- Details of the Transaction, charge, refund or payment in question;
- The details of any error believed to have occurred on a statement; and
- The amount of the suspected error or disputed Transaction, charge, refund or payment.

We may require you to confirm in writing the details of any error which you believe has occurred in relation to a Transaction, charge, refund or payment, or to a statement.

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

Within 21 days of receipt from you of the details of your complaint we will complete our investigation and advise you in writing of the results, or advise you in writing that we require further time to complete our investigation.

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.

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

When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and (if applicable) the ePayments Code and advise you of any adjustments we have made to your Account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 Business Days (unless you request a written response).

If you are not satisfied with how we respond to your complaint or dispute you may refer the matter to our External Dispute Resolution provider.

Australian Financial Complaints Authority

GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Card or PIN, we will give you copies of any documents or other evidence we relied upon, and advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.

If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed Transaction as compensation.

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

34. BPAY

Please note in the below information the following definitions:

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

“**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).

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

“**BPAY processing day**” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

This Clause will apply if you or an Additional Cardholder instructs us to make a BPAY payment from your Account.

We are a member of BPAY. We will tell you if we are no longer a member of BPAY.

We will advise you if and when other Transactions can be made using BPAY but until you are advised otherwise, you may use BPAY only to make payments.

Please note: BPAY payments from your Account are treated as a cash advance. Please refer to Clause 13 for more information.

34.1 Procedures

To instruct us to make a BPAY payment you must advise us of the biller number (found on your bill), your customer reference number (for example your account number with the biller), the amount to be paid and your card number.

You acknowledge that we are not obliged to effect a BPAY payment if you do not give us any of that information or if any of the information you give us is inaccurate.

We will debit the value of each BPAY payment and any applicable fees to your Account.

Instructions will not be acted upon if there are insufficient funds available in your Account. A BPAY payment is treated as received by the biller to whom it is directed:

- On the next Business Day if you tell us to make a BPAY payment after our cut-off time on a Business Day, or a day that is not a BPAY processing day.
- On the next Business Day if you tell us to make a BPAY payment after our cut-off time on a Business Day, or a day that is not a BPAY processing day.

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

While it is expected that any delay in processing a BPAY payment will not continue for more than

1 Business Day, it may continue for a longer period.

34.2 Processing BPAY payments

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to the biller and the amount you needed to pay.

We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment.

You should check your statement carefully and promptly report to us as soon as you become aware of any BPAY payments that you think are errors or that you did not authorise.

You should notify us immediately if you become aware that you have made a mistake (except for a mistake as to the amount you meant to pay – for those errors see above) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your Account.

We will attempt to make sure your BPAY payments are processed promptly by the participants in BPAY.

34.3 Unauthorised Transactions

You must tell us promptly if:

- You become aware of any delays or mistakes in processing your BPAY payment;
- You did not authorise a BPAY payment that has been made from your Account; or
- You think that you have been fraudulently induced to make a BPAY payment.

If you notify us that a BPAY payment made from your Account is unauthorised, you must provide us with a written consent addressed to the biller who received that payment allowing us to obtain information about your Account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information required to investigate the payment.

Your liability for BPAY payments which are unauthorised Electronic Transactions will be determined in accordance with Clause 3.

34.4 Mistaken Payment

If you are responsible for a mistaken BPAY payment and we cannot recover the amount from the person who received it within 20

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

34.5 Indemnity

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

34.6 Consequential Damage

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

This Clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this Clause illegal, void, unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this Clause is to be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted.

34.7 Reversals and Chargebacks

BPAY payments are irrevocable.

BPAY payments for goods and or services using your Card will also be governed by the operating rules applicable to BPAY as published by BPAY Pty Ltd from time to time.

If you use your Card to make a BPAY payment, you do not have the right to reverse the payment or chargeback the Transaction, notwithstanding that the biller failed to deliver the goods and/or services to you.

35. Regular Payment Arrangements

A Regular Payment Arrangement is either a recurring or an instalment payment agreement between you and a Merchant in which you have preauthorised the Merchant to bill your linked account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you.

The amount may differ or be the same for each Transaction.

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 at

least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

Should the Merchant fail to act in accordance with your instructions to change or cancel a Regular Payment Arrangement, you may make a complaint to us in accordance with Clause 33.

Should your Card Details be changed (for example if your Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.

Should your Card be cancelled for any reason, or should your Card expire, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

36. Mistaken Internet Payments

Please note in the below information the following definitions:

“**ADI**” means a subscriber to the ePayments Code that is an authorised deposit-taking institution, except an authorised deposit-taking institution that is a provider of Purchased payment facilities as designated by the Australian Prudential Regulation Authority.

“**holder**” means an individual in whose name a ‘Pay Anyone’ internet banking facility has been established. For an internet payment from your Account, it means you.

“**internet payment**” means a payment through a ‘Pay Anyone’ internet banking facility and processed by an ADI through a direct debit or direct credit, as defined in the Bulk Electronic Clearing System Procedures.

“**mistaken internet payment**” means an internet payment where funds are paid into the account of an unintended recipient because the payment sender enters or selects a BSB and/or account details that does not belong to the named and/or intended recipient, as a result of either the payment sender’s error, or the payment sender being advised of the wrong BSB and/or account details. It does not include payments made using BPAY.

“**payment sender**” means a person authorised by the holder and a sending ADI to perform Transactions using a ‘Pay Anyone’ internet banking facility held by the holder.

“**receiving ADI**” means an ADI whose customer has received an internet payment. Where the internet payment is made to your Account, it means us.

“**sending ADI**” means an ADI whose customer has made an internet payment. Where the internet payment is made from your Account, it means us.

“**unintended recipient**” means the recipient of funds as a result of a mistaken internet payment.

This Clause applies to internet payments to or from your Account.

When you make an internet payment it is important that you enter the correct details of the recipient. There are risks if you make a mistaken internet payment. The funds may be credited to the account of an unintended recipient if the BSB and/or account details do not belong to the named recipient. It may not be possible to recover funds from an unintended recipient.

To report a mistaken internet payment, please contact us:

☎ Phone us on 1300 790 740
(Monday to Friday - 8.30am and 5.30pm AEST)
✉ Email us at
bankingsupport@australianunity.com.au
🌐 Visit us at
<http://www.australianunity.com.au/banking>

We will acknowledge the receipt of your report of a mistaken internet payment, including telephone reports.

Our acknowledgment does not have to be in writing, but will enable you to verify that you have made a report and when it was made.

Where you report a mistaken internet payment, we will investigate whether a mistaken internet payment has occurred.

If a sending ADI is satisfied that a mistaken internet payment has occurred, the sending ADI will send the receiving ADI a request for the return of the funds. If the sending ADI is not satisfied that a mistaken internet payment has occurred, the sending ADI is not required to take any further action.

When a receiving ADI receives a request from a sending ADI for the return of funds from a mistaken internet payment, the receiving ADI must within 5 Business Days acknowledge the request and advise the sending ADI whether there are sufficient funds in the account of the

unintended recipient to cover the mistaken internet payment.

The procedures set out below will apply when a mistaken internet payment is reported by a payment sender, the sending ADI is satisfied that a mistaken internet payment has occurred, and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment. The mistaken internet payment may be a payment made from your Account or a payment made to your Account.

When the report of the mistaken internet payment is made within 10 Business Days of making the payment:

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 Business Days of receiving the request from the sending ADI, if practicable, or such longer period as is reasonably necessary, up to a maximum of 10 Business Days;
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder; and
- The sending ADI must return the funds to the holder as soon as practicable.

When the report of the mistaken internet payment is made between 10 Business Days and 7 months after making the payment:

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 Business Days of receiving the request;
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
 - Prevent the unintended recipient from withdrawing the funds for 10 further Business Days; and
 - Notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 Business Days commencing on the day the unintended recipient was prevented from withdrawing the funds;
- If the unintended recipient does not, within 10 Business Days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 Business Days after the expiry of the 10 Business Day period, during which the

unintended recipient is prevented from withdrawing the funds from their account;

- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder; and
- The sending ADI must return the funds to the holder as soon as practicable.

When the report of the mistaken internet payment is made more than 7 months after making the payment:

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the payment sender;
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder;
- If the unintended recipient consents to the return of the funds:
 - The receiving ADI must return the funds to the sending ADI; and
 - The sending ADI must return the funds to the holder as soon as practicable.

Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

We must inform you in writing of the outcome of a report by you of a mistaken internet payment, within 30 Business Days of the day on which your report is made.

If you report a mistaken internet payment, you can complain to us about how the report is dealt with, including that we and/or the receiving ADI:

- Is not satisfied that a mistaken internet payment has occurred; or

- Has not complied with the processes and timeframes set out in this Clause.

If you are not satisfied with how we respond to your complaint or dispute you may refer the matter to our External Dispute Resolution provider.

Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au

37. Information Statement

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

37.1 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.

37.2 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.

37.3 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.

37.4 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.

37.5 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.

37.6 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.

37.7 Can my credit contract be changed by my credit provider?

Yes, but only if your credit contract says so.

37.8 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.

37.9 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
Website: 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

37.10 Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

37.11 Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the insurance contract.

37.12 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.

37.13 In that case, what happens to the premiums?

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

37.14 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

37.15 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 extend the term of your credit contract and reduce payments; or
- To extend the term of your credit contract and delay payments for a set time; or
- To delay payments for a set time.

37.16 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.

37.17 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.

37.18 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
Website: www.afca.org.au

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