LOW RATE VISA CARD TERMS AND CONDITIONS

ADCU
Australian Defence Credit Union

Effective December 2014
This document forms part of your credit contract and should be read with the Credit Card Contract Schedule which also forms part of your credit contract.

Australian Defence Credit Union Limited
ABN 48 087 649 741 **AFSL No.** 237 988
Australian credit licence number 237 988

How to Contact Us

Please contact us and send us instructions by:

Mail: Australian Defence Credit Union
PO Box H151
Australia Square NSW 1215

Phone: 1300 13 23 28
(Monday to Friday during business hours EST).

Fax: (02) 9240 4120

Email: service@adcu.com.au

Website: www.adcu.com.au

Or visit us at any of our branches, details of which can be found on our website.

IMPORTANT NUMBERS

Visa Card and rediCARD Hotline

Australia wide toll free
1800 648 027

Sydney Metropolitan Area
(02) 9959 7480

Financial Ombudsman Service Limited (Mutuals Division)

Mail: GPO Box 3 Melbourne VIC 3001

Toll-free number: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

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Important Note: This document forms part of your credit contract and should be read with the Credit Card Contract Schedule which also forms part of your credit contract.

Related Services – Terms and Conditions

You may access our internet banking and telephone banking services for which Terms and Conditions has already been issued.

You should read our Privacy Brochure which sets out our Privacy Policies and Procedures.

Copies of all terms and conditions and our Fees and Charges and Privacy Brochure(s) are available from ADCU and on our website.

THE CREDIT CARD OFFER

The Credit Card is offered to you on the terms set out in these Terms and Conditions and in the Credit Card Contract Schedule. The terms govern the use of the card and all transactions on the account.

Please read the Credit Card Contract Schedule and these Terms and Conditions carefully. You should also read the 'Things you should know about your proposed Credit Contract' which appears at the end of these conditions of use.

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

Note: 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 Credit Card Contract Schedule.

1. Definitions

In these Terms and Conditions and the Credit Card Contract Schedule:

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 Financial Information Table and, if varied, the rate as varied.

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

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

- the 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).

balance transfer means a transfer to the account, in accordance with clause 11, of an amount from a credit or charge account held by you or any other person with another credit provider in Australia.

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

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

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

business day means a day that is not Saturday or Sunday; or a public holiday, special day, or bank holiday in the place in which any relevant act is to be done.

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

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

cardholder means you or any additional cardholder.

cash advance means a transaction on the account which results in you receiving actual cash (whether at a branch or via an EFT terminal or by other means) and is deemed to include:

- a purchase of "quasi-cash" items such as gambling chips or 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 tertiary fees or utility bills);
- a funds transfer to another account held by you or a third party with us or another financial institution;
- 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 Terms and Conditions and the Credit Card Contract Schedule.

Credit Code means the National Consumer Credit Protection Act 2009 which includes the National Credit Code.

Credit limit means the credit limit for your account set out in the Financial Table and, if varied, the credit limit as varied.

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

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

EFT 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 EFT transaction and includes, but is not limited to, an ATM and EFTPOS.

EFT 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.

EFTPOS (Electronic Funds Transfer Point of Sale terminal) is an EFT terminal which we advise can be used to make purchases with the use of the card (and without the PIN).

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

Financial Information Table means the Financial Information Table which is set out in the letter we send you advising of our approval of your application for the card. It forms part of your contract with us.

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

inactive account means a credit card account that has not been operated on either by deposit or withdrawal for a period of 24 months.

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

minimum monthly payment means the amount determined in accordance with clause 17 b). It will be included in the "Minimum Payment" amount in your statement of account.

PayWave means the functionality on specific VISA credit cards that enables you to make small value purchases at participating Merchant outlets.

PIN means Personal Identification Number which is issued to a cardholder by us for use with the card at an ATM and EFTPOS.

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

regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your 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.

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.

unauthorised means without the knowledge or consent of a cardholder.

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

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

we, us, our or ADCU means your credit union that issued you with the Visa Credit Card.

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

2. The Credit Card Contract

You will accept our offer and be bound by the credit contract and these Conditions of Use when you do either of the following:

- Use your card;
- Sign the card
- Activate the card

3. Account Activation, Card Security and Liability

a) All cards issued remain our property and must be returned or destroyed if we ask you to do so.

b) A card can only be used if the account to which it relates has been activated and the card has been signed by the cardholder. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.

c) The account is a single account for all cards which may be issued under the contract.

d) The new account will be activated when you acknowledge receipt of your card and PIN, by doing one of the following:

- telephone us to activate the account;
- tell us to activate the account when we telephone you;
- give us your written instruction to activate the account; or
- you request activation using an online process that we make available for activation.

e) 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 his or her card as soon as it is received and before it is used.

f) Subject to these conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these conditions.

g) 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 PIN for transactions. You must keep any PIN secret. Please refer to clause 31 for more requirements and guidelines in relation to security.

h) You or an additional cardholder must notify us **immediately** on becoming aware that a card is lost, stolen or used without your authority, or that a PIN has become known to someone else (or you suspect that it has become known to someone else) by:

- telephoning the Card Service Centre 24 hour toll free hot line in Australia on the numbers listed below; or
- advising any financial institution that displays the Visa logo.

VISA CARD HOTLINE

Australia wide toll free - 1800 648 027

Sydney Metropolitan Area - 9959 7480

From overseas - +61 2 8299 9101

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you or an additional cardholder must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card or breach of PIN security:

- with us by telephone or priority paid mail as soon as possible; or
- by telephoning the Visa Card Hotline number for the country the cardholder(s) is/are in, which must be obtained from us prior to departure (see clause 15).

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.

If the Visa Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the Visa Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

Delay in notifying us may increase your liability.

i) If there is a dispute about whether a user received a card or pass code:

- 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.

j) If a card is used (in cases not involving EFT transactions) without the authority of a cardholder, you are liable for that use before we are advised of it, up to the credit limit less any amount recovered by exercising our rights (if any) under the operating rules applicable to the Visa credit card scheme against other parties to that scheme.

k) You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in clause 3 j) below apply.

l) You are not liable for losses:

- where is clear that a cardholder has not contributed to the loss;

- that are caused by the fraudulent or negligent conduct of:
  i. employees or agents of ADCU;
  ii. any organisation involved in the provision of networking arrangements; or
  iii. any merchant or their employee or agent;
- that are caused by the same transaction being incorrectly debited more than once to the same account;
- relating to a forged, faulty, expired or cancelled card or PIN;
- that would exceed the amount of your liability to us had we exercised our rights (if any) under the Visa credit card scheme against other parties to those rules and regulations; or
- resulting from unauthorised use of the card or PIN:
  i. in relation to an EFT transaction which does not require PIN authorisation, before receipt of the card;
  ii. in relation to an EFT transaction which requires PIN authorisation, before receipt of the PIN;
  iii. arising from an unauthorised EFT transaction that can be made using an identifier without the card or PIN; or
  iv. in either case, after notification to us in accordance with these Conditions of use that the card is being used without authority, that is has been lost or stolen or that PIN security has been breached.

m) You will be liable for any loss of funds arising from any unauthorised EFT transaction using a card or PIN if the loss occurs before notification to us or the Visa Card Hotline that the card has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you or an additional cardholder contributed to the loss through:

- fraud;
- telling or showing a PIN to another person or allowing it to be seen by another person (including family and friends);
- recording a PIN on a card or keeping a record of a PIN on anything which is kept with or near a card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record;
- when changing a PIN, selecting a PIN which represents your or the additional cardholder's birth date or a recognisable part of your or the additional cardholder's name;
- extreme carelessness in failing to protect the security of a PIN; or
- unreasonably delaying in notifying us or the Visa Card Hotline of the misuse, loss or theft of the card or of a PIN becoming known to someone else and the loss occurs between the time you or an additional cardholder did, or reasonably should have, become aware of these matters and the time of notification to us or the Visa Card Hotline.

However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits on your account;

- the portion of the loss which exceeds the credit limit of the account; or
- all losses incurred on any account which you had not agreed with us could be accessed using the card and PIN.

n) Where a PIN was required to perform the unauthorised transaction and this clause does not apply, your liability for any loss of funds arising from an unauthorised transaction using the card, if the loss occurs before notification to us or the Visa Card Hotline that the card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- $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 PIN becoming known to someone else (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.

o) Notwithstanding any of the above provisions, your liability in the event of an unauthorised EFT transaction will not exceed your liability under the provisions of the ePayments Code, where that code applies.

p) In all cases where you notify us of an unauthorised EFT transaction on an account, we will not hold you liable for losses that would exceed the amount of your liability had we exercised our rights (if any) under the operating rules applicable to the Visa credit card scheme against other parties to that scheme.

q) You will not be liable for any loss suffered because an EFT terminal accepted a cardholder's instructions but failed to complete the transaction. If an EFT terminal malfunctions and you should have been aware that the EFT terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in the account and refunding any charges or fees imposed as a result.

4. Additional Cardholders

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

b) 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.

c) You must ensure that each additional cardholder receives a copy of the contract, reads and understands it and protects their card and PIN in the same way as the contract requires you to protect your card and PIN. If an additional cardholder does not comply with the contract, you will be liable to us.

d) You acknowledge and agree that any additional cardholder can:

- operate the credit card account in the same way that you

can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive a card); and

- access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.

e) 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. Until the card is returned to us, you will continue to be liable for all transactions effected by the additional cardholder.

5. Credit Limit

a) Your credit limit is set out in the Financial Information Table. 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.

b) 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.

c) 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.

d) We will debit transactions on the account against any positive (Cr) balance before reducing the available credit amount.

e) 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

a) We may comply with the requirements of the ePayments Code and the Mutual Banking Code of Practice, where those requirements apply to your dealings with us.

b) You may obtain general descriptive information about ADCU products and services from us on request.

7. Using the Card

a) 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.

b) The maximum daily ATM cash advance amount for the account is AUD$1,000 or as we advise you from time to time.

c) Some merchants and financial institutions may impose a lower maximum and/or a minimum amount on EFT transactions.

d) Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.

e) You must not use the card to exceed the unused portion of your credit limit. If you do, we may dishonour any payment instruction given and charge you a fee as advised to you from time to time.

f) We may at any time limit the amount of a transaction you may make, or limit the total value of transactions you may make on any one day or other period, either generally or for particular types of transactions (for example, Internet transactions). You may request us to change any such limits, temporarily or otherwise. We may approve or refuse your request in our absolute discretion. You acknowledge that third party organisations including merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

g) You may request a balance transfer in accordance with clause 11 below.

h) You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:

- using a card, alone or together with your PIN, at any EFT terminal;
- 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 on-line.

i) 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.

j) When a transaction is authorised by a cardholder:

- the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
- 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.

k) If you have been issued with a VISA PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your card against the contactless reader.

l) Payments using the PayWave functionality can only be made at a participating merchant outlet and if your purchase is under

AU$100.00. If your purchase is equal to or over AU$100.00, you will still need to sign or enter a PIN.

m) VISA and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your VISA PayWave transactions as your other VISA card transactions.

8. Authorisations by Us

a) We may choose at any time not to authorise a transaction. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to do so and you indemnify us in respect of any such loss, except as otherwise provided by these conditions.

b) 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 seven (7) business days after the authorisation is obtained.

9. Direct Debit and Other Standing Authorities

a) You can, at any time, authorise another person (a "debit user") pursuant to a "Direct Debit Request" or similar periodic authority to debit the account.

b) 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.

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

10. Credit Card Acceptance

a) Financial institutions and merchants displaying the Visa symbol will normally honour your credit 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 credit card.

b) 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.

c) 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 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.

d) Please contact us for more information about your chargeback rights.

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

11. Balance Transfer

a) You may request us to transfer to the account the outstanding balance of a credit or charge account held by a cardholder with another credit provider, provided that:

- the balance transfer does not exceed the available credit amount;
- the balance transfer amount is greater than the amount we specify from time to time; and
- the account is not delinquent.

b) A balance transfer requested may be refused by us at our discretion.

12. Interest Rates

The annual percentage rate that applies to the account is stated in the Financial Information Table. The “daily percentage rate” is calculated by dividing the annual percentage rate by 365. If a change is made to the annual percentage rate, you will be notified in accordance with clause 24 b).

13. Interest

In this clause, Due Date means the date set out in your statement of account as the date the minimum monthly payment is due.

a) Interest - Free Purchases

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

- you make a payment in respect of that statement of account 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 of account.

Otherwise, interest will be payable in accordance with clause 13c) on each purchase listed in your statement of account from the date the purchase is posted to your account until the date it is paid in full.

b) Cash Advances

There is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13c) from the date the transaction is posted to your account until the date the transaction is paid in full. Refer to the definition of cash advance in clause 1.

c) Calculation of Interest

Subject to clause 13a), interest is calculated daily by applying the daily percentage rate to the unpaid daily balance of the account and is debited to the account on the last day of the statement period.

d) Interest on deposits

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

14. Fees and Charges

a) You must pay us the fees and charges in the amounts and at the times set out in the Financial Information Table, as required by these conditions or as notified under clause 24. We may debit them to the account and they will appear in your statement of account.

b) 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 such amounts whether or not you are primarily liable for the tax, duty or charge under the relevant law.

c) You must pay the "Annual Fee" referred to in the Financial Information Table (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 credit card account is closed and is paid in full (except where the Financial Information Table otherwise provides). No refund of the fee, or any part of it, is payable when the credit card account is closed.

d) Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 15 a).

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

15. Using the Card Outside Australia

a) All transactions made in a foreign currency on the Visa card will be converted into Australian currency 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).

b) All transactions made in a foreign currency on the Visa Card are subject to a currency conversion fee. Please refer to our Schedule of Fees and Charges for the current fee. 2% of the value of the transaction is payable to Cuscal, the principal member of VISA Worldwide under which we can provide you

with the card. The rest of the fee is payable to ADCU. The amount of this currency conversion fee is subject to change from time to time and ADCU will advise you in advance of any such change in accordance with clause 24.

c) Some overseas merchants and automatic teller machines charge a surcharge for making an EFT 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.

d) Some overseas merchants and EFT terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

e) Before travelling overseas, you or an additional cardholder should consult us to obtain Visa Card Hotline telephone numbers for the country of destination.

f) A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

16. Statements

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

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

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

d) You may request a copy of any statement of account at any time subject to any fee referred to in the Financial Information Table.

17. Payments

a) You must pay us immediately upon receipt of the statement of account:

- 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 of account (shown as “overdue amount” in the statement of account).

b) 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 of account 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 Financial Information Table for details. The minimum monthly payment for that month will be the greater of 2% (rounded up to the nearest dollar) of the closing balance or $20, or if that closing balance is $21 or less, that closing balance.

c) The statement of account will include all amounts owing under clause 17 a) and 17 b) in the "Minimum Payment" amount on the statement.

d) You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 17 a) and 17 b). 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.

e) A payment of the account can only be made in Australia and in Australian dollars.

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

g) For the purpose of this clause 17, a reversal or refund of charges to the account is not a payment to the account.

h) A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the statement due date. (The proceeds of any payment made by cheque or other instrument or through the GiroPost system will not be available to increase the available credit amount until honoured.)

i) 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 statement "Due Date".

j) If your cheque or other payment instrument is not honoured in full when first presented or if a payment through the GiroPost system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee referred to in the Financial Information Table.

18. Application of Payments

We will apply payments we receive on the account first to amounts owing on a previous statement of account, then to amounts shown on a current statement of account and then to amounts debited but which have not yet appeared in a statement of account, in each case in the following order:

- cash advances;
- purchases;
- balance transfers;
- government duties or charges;
- fees and charges; and
- interest charges.

19. Default

a) You will be in default under this contract if you:

- fail to pay us any amount due under this contract when it is due;
- exceed the credit limit;
- fail to comply with any of your other obligations under the contract; or
- give us incorrect or misleading information in connection with this contract.

b) If you default we may (subject to clause 19 c):

- 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 all enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.

c) Our right to take action against you under clause 19 b) may be subject to a requirement of the 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 b).

d) If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, 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 Card by Us

a) We reserve the right to close the account at any time.

b) 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 (for example, if you are in default under the contract or under the Terms and Conditions applicable to another credit facility provided by us to you);
- the account is inactive;
- we do not receive from you an acknowledgment of receipt of the card and the PIN within 30 days after they are issued; 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.)

c) 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.

d) We may also close the account upon giving you not less than three months written notice.

e) If the account is closed, all cards issued in relation to the account will be cancelled.

f) 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. 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

a) You may close the account at any time by making a written request to us. If the account is closed, all credit cards issued in relation to the account will be cancelled.

b) If you request us to close the account, we may continue to process to your account any transactions that you authorised before you made the request.

c) You may request us in writing, in accordance with clause 4 e), to cancel the card of an additional cardholder.

d) Written requests should be mailed to the postal address of ADCU as set out in your statement of account.

22. When a Card is Cancelled or the Account is Closed

a) 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.

b) 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.

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

23. Change of Address

You must tell us promptly if you change your address.

24. Changes to the Contract

a) 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.

b) 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.

c) We will give you notice of any change in accordance with any requirement of the 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 30 days written notice if we:
  - i. increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
  - ii. increase your liability for losses for EFT transactions;
  - iii. impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment;
  - iv. change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment; or
  - v. make any other change to the contract which increases your obligations or reduces the time for any payment;
  - vi. any change in the manner in which interest is calculated or the frequency with which it is debited; or
  - vii. the imposition of a new fee or charge.

d) 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 EFT

transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
- other changes to the Conditions,

where these changes are required to immediately restore or maintain the security of a system or individual accounts.

e) 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 this contract. If you do not wish to receive a replacement card, either for yourself or for an additional cardholder, you must notify us before the expiration date of the current card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement card.

26. No Waiver

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

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

a) If you take out “Credit Card Insurance” (a form of 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 insurance policy schedule.

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

28. Evidence

a) You agree that a sales voucher or other record of a transaction provided by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless the contrary is established, it is conclusive evidence.

b) We recommend that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT transactions against your statements.

c) 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 the contrary is established, it is conclusive evidence.

29. Credit Code

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

30. Privacy

a) 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.

b) 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.

31. Card Security Guidelines

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

b) Guidelines for ensuring the security of the card and PIN:

- sign the back of the card immediately upon receipt;
- destroy the card on the expiry date by cutting it diagonally in half;
- do not let anyone else use the card;
- take reasonable steps to protect the card and PIN from loss, theft or unauthorised use;
- notify us in accordance with clause 3 h) immediately you become aware that a card has been lost or stolen, or a card, PIN or card details have been used by someone else without your authority;
- do not tell or show the PIN to another person or allow it to be seen by another person, including family and friends;
- if you change the PIN, do not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else;
- do not record the PIN on the card or keep a record of the PIN on anything which is kept with or near the card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

32. Error or Dispute Resolution

a) If you have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should contact us promptly on the telephone numbers listed at the front of this booklet, as set out in our communication (including statements of account) with you or by visiting one of our branches.

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

- your name, address, membership number, card number and account details;
- details of the transaction, charge, refund or payment in question;
- the details of any error believed to have occurred on a statement of account; and
- the amount of the suspected error or disputed transaction, charge, refund or payment.

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

d) 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.

e) 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.

f) We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

g) 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.

h) 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.

i) When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to these conditions and (if applicable) the ePayments Code and advise you of any adjustments we have made to your account.

j) If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Financial Ombudsman Service or any other dispute resolution body which we utilise and advise from time to time. Details of the Financial Ombudsman Service may be obtained by contacting us or visiting our Internet address.

k) 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.

l) 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.

m) 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.

33. Regular Payments Arrangement

a) You should maintain a record of any regular payment arrangement that you have entered into with a merchant.

b) 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 32.

c) 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.

d) 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.

34. BPAY®

a) This clause will apply if you or an additional cardholder instructs us to make a BPAY payment from your account.

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

c) 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.

d) Procedures:

- To instruct us to make a BPAY payment you must advise us of the biller's code number (found on your bill), your Customer Reference Number (eg your account number with the biller), the amount to be paid and your card number.
- 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:

  i. on the date you make that BPAY payment, if you tell us to make the BPAY payment before our cut-off time on a BPAY processing day ; or

  ii. 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 one business day, it may continue for a longer period.

e) 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 of account carefully and promptly report to us as soon as you become aware of any BPAY payments that you think are errors or that you did not authorise.
- 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.

f) Unauthorised transactions:

- You must tell us promptly if:
  i. you become aware of any delays or mistakes in processing your BPAY payment;
  ii. you did not authorise a BPAY payment that has been made from your account; or
  iii. 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 we require to investigate the payment.
- Your liability for BPAY payments which are unauthorised electronic transactions will be determined in accordance with clauses 3(l) to 3(o).

g) Mistaken payments:

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

h) 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.

i) 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.

j) Reversals and chargebacks:

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

35. Mistaken Internet Payments

This clause applies to internet payments to or from your account. In this clause:

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 Bank/State/Branch (BSB) number and/or identifier 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 number and/or identifier. 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.

a) 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 number or account details do not belong to the named recipient. It may not be possible to recover funds from an unintended recipient.

b) To report a mistaken internet payment, please contact us on 1300 13 23 28.

c) 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.

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

e) 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.

f) 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.

g) The procedures in clauses 35(h), 35(i) and 35(j) 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.

h) 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.

i) 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:
  i. prevent the unintended recipient from withdrawing the funds for 10 further business days; and
  ii. 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.

j) 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:
  i. the receiving ADI must return the funds to the sending ADI; and
  ii. the sending ADI must return the funds to the holder as soon as practicable.

k) 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.

l) 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).

m) 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.

n) 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 36.

o) If you are not satisfied with the outcome of a complaint, you may complain to our external dispute resolution scheme, the Financial Ombudsman Service. Their contact details are:

GPO Box 3
Melbourne VIC 3001
Toll Free Call: 1300 78 08 08
Email: info@fos.org.au
Website: www.fos.org.au

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

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

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

The Contract

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

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

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

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

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

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

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:

  i. a change in the way in which interest is calculated; or
  ii. a change in credit fees and charges; or
  iii. any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's

external dispute resolution provider is Financial Ombudsman Service and can be contacted on 1300 780 808, by emailing info@fos.org.au, by visiting www.fos.org.au or by writing to GPO Box 3 Melbourne VIC 3000.

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

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

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

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

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

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

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

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

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

General

15. What do I do if I cannot make a repayment?

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

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

16. What if my credit provider and I cannot agree on a suitable arrangement?

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out in question 25.

17. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

18. Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON 1300 780 808, BY VISITING info@fos.org.au, BY VISITING www.fos.org.au OR BY WRITING TO GPO BOX 3, MELBOURNE VIC 3000.

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

For website and online banking

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