



Low Rate Visa Credit Card Terms & Conditions

Version: 1 June 2024



**Australian
Military Bank**

Introduction

When you apply for a Low Rate Visa Credit Card and your application is approved, we'll provide you with a copy of these terms and conditions, as well as details about your credit card such as the credit limit, annual interest rate and fees. Together they form your Credit Card Contract.

By using your new Visa Credit card, you agree to the terms and conditions set out in the Credit Card Contract. We may notify you of changes to our terms and conditions as well as our fees and charges over time. Copies of the latest documents are available at australianmilitarybank.com.au/discloseddocuments.

Customer Owned Banking Code of Practice

We commit to complying with the Customer Owned Banking Code of Practice (COBCOP), and promise we'll:

- ▶ be fair and ethical in our dealings with you;
- ▶ focus on our customers;
- ▶ give you clear information about our products and services;
- ▶ be responsible lenders;
- ▶ deliver high customer service and standards;
- ▶ deal fairly with any complaints;
- ▶ recognise our customers' rights as owners;
- ▶ comply with our legal and industry obligations;
- ▶ recognise our impact on the wider community; and
- ▶ support and promote the COBCOP.

You can download a copy of the COBCOP at customerownedbanking.asn.au.

The relevant provisions of the Customer Owned Banking Code of Practice apply to this credit card contract.

ePayments Code

We are bound by and comply with the ePayments Code, including for electronic and online credit card transactions. More information can be found at asic.gov.au.

Privacy

In order to provide services to you, we'll collect personal information about you. We'll handle it in accordance with our Privacy Policy which is available at australianmilitarybank.com.au/privacy. If you have any questions about our Privacy Policy please call us on 1300 13 23 28 or email us at privacy@australianmilitarybank.com.au.

Anti money laundering/counter-terrorist financing and sanctions (AML/CTF)

To meet our legal and regulatory obligations, such as those under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, we may:

- ▶ Collect information about you at the time of applying for a membership or an account, or at periodic intervals while the membership and accounts are operational.
- ▶ Perform monitoring of accounts and access facilities
- ▶ Disclose information relating to you or your account to Australian and/or overseas government or regulator bodies (including Australian Transaction Reports and Analysis Centre) as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities)
- ▶ Stop, prohibit, delay, block or freeze transactions
- ▶ Close your account or deal with it in a way required by AML/CTF laws
- ▶ Take other actions required by AML/CTF laws.

We are not liable for any loss or damage you, or any other person, may suffer in connection with us taking such action.



You must provide us with all information reasonably needed to comply with AML/CTF laws, sanctions, regulations, requests, directives and policies of Australian regulators as well as our policies associated with enforcing these laws.

Proof of Identity

The law requires us to verify your identity when you open an account as well as any person you appoint as a third party signatory to your account. In most cases you can prove your identity by providing one or more documents such as an Australian Driver's License, Australian Passport or Medicare Card. In some circumstances we may verify your identity online with the document issuer or official record holder via third party systems. If you are sending your documents to us, we require these documents to be certified. More information can be found on our website. You'll be unable to open or operate any account until we have verified your identity.

We may also ask you to verify your identity periodically while you hold a membership with us.

Internet and Mobile Banking

We provide internet and mobile banking services which allows you to access, manage and transact on your credit card account. Internet and mobile banking services are provided free of charge, however you may incur data charges from your internet or mobile network provider.

The services and features available within internet and mobile banking may vary depending on your account type. Note: some features in internet banking may not be available in mobile banking (and vice versa). We are also not able to support all devices, browsers and operating systems. You're responsible for ensuring you have a compatible device and software to use these services.

When accessing internet and mobile banking, you'll need to provide your member number and password/passcode. To perform selected activities within internet and mobile banking, you may be required to enter a one-time passcode (OTP), which will be sent to you by SMS or email depending on your communication preferences. Remember: Never share OTPs with anyone, including us.

If you are transferring money to someone you haven't before or raising your transaction limits, we may ask you additional questions, provide warnings or delay the transaction to protect you from falling victim to a scam.

If you believe that your password / passcode for internet/mobile banking transactions have been misused, lost or stolen, or, when relevant, your password / passcode has become known to someone else, you should change it and let us know immediately.

We do not warrant that the information about you and your accounts within internet and mobile banking are always up to date, that the data is totally secure, or that it will be available 24 hours a day, 7 days a week.



PART A – USING YOUR CREDIT CARD ACCOUNT

Before you can access your Credit Limit

1. We will not give you access to your Credit Limit if:
 - ▶ in our reasonable opinion, there is a significant change in your ability to meet repayments;
 - ▶ you have given us any misleading or incorrect information which is material to our decision to approve your credit card application.

Your Credit Card Account

2. We will open a credit card account in your name and will debit the account with:
 - ▶ all transactions
 - ▶ interest and default interest
 - ▶ credit fees and charges payable under this credit card contract
 - ▶ enforcement expenses.

Your Credit Limit

3. Unless Clause 1 applies, we will make credit, up to the Credit Limit, available to you.
4. You agree not to exceed the Credit Limit.
5. We may reduce the Credit Limit to nil at any time. We do not have to notify you beforehand but we must notify you as soon as practicable afterwards.
6. This credit card has a minimum Credit Limit of \$2,000.
7. Subject to the minimum Credit Limit set out in Clause 6, you may reduce the Credit Limit at any time to any amount that equals or exceeds the minimum credit limit. However, you will be required to first pay down the outstanding balance which exceeds the new Credit Limit.

Your Visa Credit Card

8. We'll send you a Visa Credit card to make purchases (online and in-person) at any retailer displaying the Visa Card logo, anywhere in the world.
9. By using your Visa Credit card, you agree to these terms and conditions.
10. Your Visa credit card will allow you to:
 - ▶ make Purchases (online and in-person);
 - ▶ obtain Cash Advances; and
 - ▶ effect Balance Transfers.
11. We will provide you with a Personal Identification Number (PIN) to use with your Visa Credit card and you agree to sign the physical card when you receive it. You can change your PIN via internet or mobile banking. The Visa Card always remains our property.
12. You can add your new Visa Credit card to your preferred digital wallet. Refer to Clause 47.
13. You can add additional cardholders to your accounts as well. They must satisfy our identification requirements and comply with these terms and conditions. You will be liable for all transactions carried out by any additional cardholder/s. To cancel an additional Visa Credit card, please call us.

Protecting your accounts and Visa card

14. You have a responsibility to protect your Visa card/s, internet and mobile banking accounts, devices and passwords / passcode from unauthorised transactions by:
 - ▶ Signing your Visa card as soon as you receive it.
 - ▶ Not selecting PIN, passwords and passcodes, that are easily identifiable such as birth date, your name, etc.
 - ▶ Never writing or saving your passwords and passcodes on your Visa card, mobile phone, computers, etc even if disguised.
 - ▶ Never voluntarily lending your Visa card or share your passwords or passcodes with others.
 - ▶ Use care to prevent anyone seeing you enter your PIN, password or passcode on a device.
 - ▶ Always rejecting any request to provide or to confirm details of your PIN, password or passcode. We will NEVER ask you to provide us with these details.



- ▶ Never sharing one-time-passcodes (OTPs) with anyone. Including us as we will NEVER ask for this.
- ▶ Setting a passcode to access your device/s.
- ▶ Checking your statements regularly for any unauthorised use.
- ▶ Notifying us immediately when you become aware of, or suspect that your Visa card, passwords or passcodes have been compromised.

Cash Advance

15. We treat credit as a cash advance if we provide it in the form of cash or transactions we treat as being equivalent to cash such as:
 - ▶ Cash withdrawals in-branch or through an ATM;
 - ▶ Cash withdrawals or 'cash out' at electronic funds transfer point of sale (EFTPOS) terminals, if and where available;
 - ▶ Pay Anyone external payments and internal transfers using internet and/or mobile banking;
 - ▶ Direct debits you establish using the BSB and Account number for your Account;
 - ▶ Any other transaction you perform or authorise using the BSB and Account number for your Account;
16. If you use your Visa credit card at an ATMs to withdraw cash, you will be charged a fee (refer to the Fees and Charges Schedule). If you use the ATM of another major banks or independent ATM operator, you may be charged an additional fee by them, but you'll be notified on the ATM screen and only be charged if you accept the fee and proceed with the transaction.
17. If you use your Visa credit card at a merchant terminal or Bank@Post to withdraw cash, you will be charged a fee (refer to the Fees and Charges Schedule).
18. Cash advances incur the cash advance interest rate from the date we debit the transaction to your account until the date the transaction is paid in full.
19. Cash withdrawal limit is \$1,000 per day from an ATM or EFTPOS terminal (but excludes any transaction when 'credit' is selected).

Balance Transfer

20. A balance transfer is when we provide credit to pay off an outstanding amount on another credit card account held by you with another financial institution. The minimum balance transfer amount is \$2,000. We may change this amount from time to time. The balance transfer amount will be charged interest from when the date the balance is processed. The purchases interest rate will apply to balance transfers. However in some instances we may offer a promotional offer of 0% per annum for balance transfers. This promotional offer will normally be for a limited period of time such as 12 months, after which the purchases interest rate will apply to balance transfer amounts that remain unpaid. If you transfer an existing credit card balance to a new credit card issued by us, it is your responsibility to cancel the credit card with the other financial institution. If we make you an introductory balance transfer off on your credit card for a fixed period of time, we will give you at least 30 days notice before that period is due to end.

Foreign Currency Transactions

21. 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).
22. All transactions made in foreign currency or with a merchant located overseas (even if the transaction is in Australian currency) using a Visa Card are subject to a conversion fee. Please refer to the Fees and Charges Schedule for the current conversion fee.
23. Some overseas merchants and electronic terminals charge a surcharge for making a transaction using your Visa Card. Once you have confirmed that transaction you will not be



able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

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

Gambling Transactions

25. We may decline or not authorise credit card transactions registered under a gambling and lottery merchant code including purchases made at gambling associated venues and online sites.
26. We may rely on information from the merchant to identify the gambling transaction, which may not always be correct.
27. If a gambling transaction is authorised, it will be treated as a cash advance.
28. These provisions regarding gambling transactions do not oblige us to decline a gambling transaction or limit your liability to us in relation to gambling transactions processed to your credit card account.

Regular payments

29. A regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have authorised the Merchant to bill your 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.
30. To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment.
31. Should your card details be changed (for example if your Visa Card was lost, stolen or expired and has been replaced) or you close your accounts with us, 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.

Visa Secure

32. Visa Secure is a 3D secure fraud prevention measure to add an additional layer of security when you are shopping with a participating online merchant.
33. When making an online purchase or other transaction for which Visa Secure applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card, such information includes, but is not limited to, a One Time Passcode (OTP). The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
34. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card payment for that transaction, and you may be unable to complete an online transaction using your Visa card.

Exclusions of Visa card warranties and representations

35. We do not warrant that merchants or ATMs displaying the Visa card signs or promotional material will accept Visa card.
36. We do not accept any responsibility should a merchant, bank or other institution displaying the Visa card signs or promotional material, refuse to accept or honour the Visa card.
- ▶ We are not responsible for any defects in the goods and services you acquire through the use of the Visa Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.



BPAY Payments

We are a member of the BPAY Scheme and subscribe to the electronic payments system known as BPAY Payments. We'll let you know if this changes.

37. Using BPAY

- ▶ You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.
- ▶ When you tell us to make a BPAY payment you must tell us the biller's code number and customer reference number (found on your bill), the amount to be paid and the account from which the amount is to be paid.
- ▶ You should ensure the account you pay from is correct and has sufficient funds. If you have insufficient funds in your account (or available credit), the BPAY payment will not be made.
- ▶ You cannot stop a BPAY payment once it's been made. Make sure it's for the correct amount and that you've used the correct Biller Code and Customer Reference Number.
- ▶ You can set up future-dated payments. However, if they fall on a date that is not a Business Day may be processed the next Business Day. You are responsible for ensuring there are sufficient funds in the account before the payment is made. You are also responsible for checking your account transaction details or account statement to ensure any future-dated payments are made correctly. You can manage and cancel future-dated payment instructions within internet and mobile banking.
- ▶ Delays may happen if your BPAY payment is made on a weekend, public or bank holiday or if the Biller or another financial institution does not comply with the BPAY rules.

38. Mistaken BPAY payments

- ▶ The ePayments Code may apply to your BPAY transaction.
- ▶ If you've made a mistaken BPAY payment, please tell us immediately. We'll try to fix it by trying to get it back from the Biller, but we're not liable for any loss or damage you suffer as a result of making a mistaken BPAY payment, except in the circumstances described below.
- ▶ If a BPAY payment is made incorrectly and not in accordance with your instructions, we'll refund the amount to your account.
- ▶ However, if we have refunded the amount to your account and subsequently determine that you're responsible for the mistake, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

39. Unauthorised BPAY payments

- ▶ If a BPAY payment was made without your authority, but looked like it came from you, we'll refund you the amount to your account. However, if you didn't comply with our security requirements, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

40. Fraudulent BPAY payments

- ▶ If you are the victim of fraud by someone involved in the BPAY Scheme, the perpetrator needs to refund you the money. If they don't, then you bear the loss, unless some other person involved in the BPAY Scheme, knew or should have reasonably known of the fraud, in which case that other person needs to refund you the money that the perpetrator didn't refund.

41. Disputing a BPAY transaction

- ▶ Except Mistaken, Unauthorised and Fraudulent BPAY payments, BPAY payments are irrevocable and no refunds are available through BPAY for disputes with Billers about goods/services. You will need to resolve any disputes regarding goods/services directly with the Biller.
- ▶ If you want us to investigate an unauthorised BPAY transaction, you have to give us written consent addressed to the relevant Biller, allowing us to obtain from them information about your transaction and payment with them, as well as any other necessary information to investigate the disputed transaction.
- ▶ If you don't provide us with this consent, the Biller doesn't have to give us the information that we need to investigate.



- ▶ If you have a complaint about how we have handled a disputed transaction under this section, we'll deal with the complaint under our internal dispute resolution procedures. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority.

42. Liability for loss

- ▶ We are not liable for any loss or damage you suffer as a result of using the BPAY Scheme, unless we acted negligently or breached a condition or warranty regarding the supply of goods or services which can't be excluded or limited under law.
- ▶ You indemnify us against any loss or damage we suffer (whether directly or indirectly) as a result of any negligent or fraudulent conduct by you.

43. Privacy - BPAY

- ▶ By using the BPAY service to make BPAY Payments, you agree that we may need to disclose Personal Information relating to you, to BPAY and/or other BPAY Participants in order to facilitate this service.

Processing transactions

- 44. We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation, or your legal capacity to give the authorisation.
- 45. We may block, delay or not process a transaction for the reasons set out in Closing or Suspending Accounts section. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.
- 46. If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction. Refer to the Fees and Charges Schedule for details.
- 47. We will use best endeavours to ensure that we process transactions initiated by both you and us, correctly. However sometimes errors do occur. If this happens, we may (as appropriate), take the necessary action required to make the necessary adjustments to rectify the error. For example, if a transaction or fee is applied to your account incorrectly, we may reverse that transaction.

Digital Wallet

Digital Wallets allow users to download an app, provision a virtual Visa Card and make contactless payments using a compatible mobile device. These terms apply and are deemed accepted when you register and use a Visa Card in a Digital Wallet.

- 48. Your responsibilities to keep your card secure and notify us of errors or fraud
 - ▶ You agree to protect and keep confidential your passcodes (including your mobile device lock passcode) and all other information required for you to make purchases with your card using the Digital Wallet.
 - ▶ Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.
 - ▶ If your device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. Your existing Terms and Conditions for your device require you to contact us immediately if you believe there are errors or if you suspect fraud with your card/account. This includes any fraud associated with a Digital Wallet.
 - ▶ We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.
 - ▶ If you let another person use your mobile device, or you share your confidential information required to make purchases with your card using the Digital Wallet, you will be deemed to have authorised that person to transact on your account. This means that any transaction conducted using the Digital Wallet initiated by that person using the



information you provided will be authorised by you and the terms and conditions which deal with unauthorised transactions will not apply.

- ▶ Generally, subject to protections afforded to you by law, you are liable for unauthorised transactions conducted using the Digital Wallet.

49. Using a wallet

- ▶ Registering a card into a Digital Wallet is subject to us identifying and verifying you, and is at our discretion.
- ▶ We do not make any guarantees that the Digital Wallet will be accepted at all merchants.
- ▶ We are not the provider of the Digital Wallet and are not responsible for its use and function. You should contact the Digital Wallet Provider's customer service if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet.
- ▶ We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Digital Wallet.
- ▶ We are not responsible if there is a security breach affecting any information stored in the Digital Wallet or sent from the Digital Wallet. This is the responsibility of the Digital Wallet provider.
- ▶ We will not be liable for any loss arising from your use of the Digital Wallet to the extent that the loss was caused by:
 - Your fraud
 - Your use of the Digital Wallet in a manner that is inconsistent or not permitted by the issuer of the Digital Wallet, or
 - Subject to the requirements at law, limited service caused by matters beyond our reasonable control.

50. Applicable fees

- ▶ The card's terms and conditions describe the fees and charges which apply to your card.
- ▶ We do not charge any additional fees for adding or using a card in the Digital Wallet.
- ▶ You are responsible for any charges that you may incur from your telecommunications provider.

51. Suspension or removal of a card from a Digital Wallet by us

- ▶ We can block you from adding an otherwise eligible card to the Digital Wallet, suspend your ability to use a card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your card, if you have an overdue or negative balance on your card account, if applicable laws change or if directed to do so by the Digital Wallet Provider or the applicable card scheme,
- ▶ We may also cease supporting the use of cards in Digital Wallets at any time, if you are in default of your card terms and conditions, for any other reason.

52. Suspension or removal of a card from a digital wallet by you

- ▶ You may remove a card from the Digital Wallet by following the Digital Wallet Provider's procedures for removal.

53. Devices with same Digital Wallet provider account

- ▶ If you add a card to one of your devices and have other devices sharing the same account ("other devices"), this may permit the card to be added to the other devices and permit users of the other devices to see card information. Please contact your Digital Wallet provider for more information.

54. Your information

- ▶ You agree that we may exchange information with the Digital Wallet provider (e.g. Apple Pay, Google Pay™, etc.) and related service providers (e.g. Cuscal, Visa, etc.):
 - to facilitate any purchase you initiate using a card registered in the Digital Wallet
 - to enable activation of your new card or ordered replacement card in the Digital Wallet
 - to improve the functionality of the Digital Wallet
 - in relation to persons involved in suspected security breaches or fraud.
- ▶ By registering your card in a Digital Wallet, you are providing consent for your information to be shared with these parties.
- ▶ We may also share your information to make available to you in the Digital Wallet information about your card transactions, or to assist the Digital Wallet Provider in



improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet Provider's use of your information.

- ▶ We may collect information relating to your device for the following reasons (but not limited to):
 - to ensure that your card properly functions in the Digital Wallet
 - for security purposes and to identify fraud
 - for us to better provide assistance to you
 - to tell you about other Australian Military Bank products and services that may be of interest to you.
- ▶ We are not responsible for any loss, injury or other harm you suffer in connection with the use of this personal information by the Digital Wallet provider or any related service provider.
- ▶ If you do not want us to collect or disclose this information as described, you should not register a card for use with the Digital Wallet. If you do not want to receive marketing information, please contact us to opt out.
- ▶ Our Privacy Policy is available on our website and provides further details regarding the collection and handling of your information.

55. Biometric information

- ▶ You may elect to enable biometric authentication to access the Digital Wallet using a biometric identifier registered on your device. A biometric identifier may include facial data, a fingerprint, or other means through which the manufacturer of the device enables a user to authenticate their identity in order to unlock their device. Biometric identifiers are stored on the user's device, we do not store or collect biometric information.
- ▶ You must ensure that your biometric identifier is the only biometric identifier stored on your device. If another person has stored their biometric identifier on the device you use to access your Digital Wallet in breach of these Terms and Conditions, then you acknowledge:
 - they will be able to access your Digital Wallet and conduct certain transactions using your Digital Wallet
 - these transactions will be treated as having been authorised by you and conducted with your consent and knowledge for these terms and conditions.



PART B – MANAGING YOUR CREDIT CARD ACCOUNT

Interest on Your Credit Card Account

Interest free period

56. We will not charge you interest on purchases in these circumstances:
- a) from the start of this credit card contract until the due date for the first statement cycle;
 - b) from the due date of a statement cycle to the due date of the next statement cycle, provided the closing balance of the first-mentioned statement cycle is paid in full by the first-mentioned due date; or
 - c) from the date you pay the outstanding balance (including any balance transfers) of this credit card contract to the due date of the next statement.
- However, we will charge you interest on unpaid purchases from the day after a due date where you have not paid the closing balance in full. By way of explanation, the closing balance of a statement cycle is the outstanding balance of the credit card contract as at the closing date of a statement cycle.
57. There is no interest free period for cash advances. Cash advances incur interest from the date we debit the transaction to your account until the date the transaction is paid in full.

How we calculate & debit interest

58. We will calculate interest daily by multiplying the unpaid daily balance of the account at the end of the day, less any interest free purchases, by the Annual Percentage Rate divided by 365.
59. We will debit interest monthly and we may also debit interest on the day we close your credit card account.

Default interest

60. If specified in the Credit Card Details, we will calculate default interest on any overdue payments daily by multiplying the overdue amount by the Default Rate Of Interest divided by 365. We will debit default interest when we debit interest. Overdue payments can include repayments, credit fees and charges or enforcement expenses.

No interest on credit balances

61. We will not pay you interest on any credit balance on the account.

Credit Fees and Charges

62. We may debit the Credit Fees and Charges specified in the Credit Card Details to your account.

Repayments & Termination of the Credit Card Contract

63. You must make repayments as set out in the Credit Card Details or as varied from time to time under another term of this credit card contract. Refunds and cashbacks are not considered repayments.
64. If you exceed the Credit Limit, you must pay us immediately the amount required to reduce the balance of the account to the Credit Limit.
65. If we do not receive value for a direct credit, you will be regarded as not having made the repayment.
66. We will apply your payments to the closing balance in the latest statement and to amounts included in that balance that attract a higher annual percentage rate first.
67. If your payment exceeds the closing balance of the account, we will apply the payment in excess of the closing balance to amounts that attract a higher interest rate first.
68. If you have other loan contracts with us, you will need to tell us to which loan account we are to credit a repayment. If you do not, we will credit the repayment to any one of your loan accounts of our choosing.



69. You must make all payments due under this credit card contract, without any deduction, set-off, counterclaim or condition.
70. You have the right under the National Credit Code to pay the outstanding balance of this credit card contract at any time, which only restores the available credit up to your Credit Limit. If you want to terminate the credit card contract, you may do so by telling us when paying the outstanding balance of the credit card account including any interest, fees and charges. You will also need to return all credit cards to us or destroy them at our direction.

Variations to your credit card contract

71. We may change fees, charges, interest rates and other conditions from time to time. The following table sets out the notice period we'll provide before making a change.

Type of variation or change	How we notify you
Varying the Annual Percentage Rate (but not during the Fixed Rate Period)	<p>If the change increases your obligations:</p> <ul style="list-style-type: none"> ▶ we notify you on or before the day the increase takes effect ▶ we publish an advertisement in <i>The Australian</i> or <i>Australian Financial Review</i> and confirm the change in the next statement of account. <p>If the change does not increase your obligations, we give you details in the next statement of account including any new minimum repayment amount.</p>
Varying how we calculate interest or when we debit interest	<p>If the change increases your obligations, we give you at least 20 days prior, written notice.</p> <p>If the change does not increase your obligations, we give you details in the next statement of account if the change does not increase your obligations.</p>
Varying, and adding to, Fees & Charges	<p>If the change increases your obligations:</p> <ul style="list-style-type: none"> ▶ we give you at least 20 days prior, written notice ▶ we publish an advertisement in <i>The Australian</i> or <i>Australian Financial Review</i> at least 20 days before the change takes effect and confirm the change in the next statement of account. <p>If the change does not increase your obligations, we give you details in the next statement of account.</p>
<p>Varying repayments including:</p> <ul style="list-style-type: none"> ▶ amount ▶ frequency or timing ▶ method of calculation <p>Varying an interest rate margin</p> <p>Varying or adding a default rate of interest</p> <p>Varying your credit card's product name</p> <p>Varying any other term or condition</p>	<p>If the change increases your obligations, we give you at least 20 days prior, written notice.</p> <p>If the change does not increase your obligations, we give you details in the next statement of account.</p>
Reducing or suspending your credit limit	By written notice as soon as practicable (unless you are in default).

If there is a change or an introduction of a government charge that you may directly or indirectly be liable to pay as part of your banking service, we will promptly notify you after we have been notified, unless the government has already publicised the introduction or change.

Depending on the change, we may notify you by:



- ▶ internet or mobile banking notification
- ▶ email to the email address you've provided
- ▶ letter by post to the address you've provided us
- ▶ SMS to the mobile phone number you've provided
- ▶ a notice on your next account statement
- ▶ a notice on our website and/or
- ▶ a notice in a national or local newspaper.

Default

72. We may send you a default notice if you fail to pay an amount due or fail to do anything else you promise us under the credit card contract.
73. If you default, we may send you a default notice. The notice will tell you:
- ▶ what the default is;
 - ▶ what you have to do to remedy the default;
 - ▶ that you will have at least 30 days from the date of the notice to remedy the default; and
 - ▶ about your options and what can happen if the default is not remedied.
74. If you fail to comply with the default notice for 30 days after service of the notice, you become liable to pay us the balance of the credit card account immediately.
75. If you fail to do anything that you have promised us to do, we may:
- ▶ do the thing as required;
 - ▶ do it in your name; and
 - ▶ do it at your expense and debit your account for the expense.

Enforcement Expenses

76. We may charge enforcement expenses we reasonably incur when you are in default and debit these to your credit card account.
77. An enforcement expense includes an expense for doing any of the following under the credit card contract, any guarantee or any mortgage:
- ▶ enforcing or attempting to enforce any right we have;
 - ▶ performing any of your obligations or those of any Guarantor;
 - ▶ protecting, waiving or contemplating the enforcement of, any right;
 - ▶ sending an arrears letter or default notice before commencing enforcement proceedings.
78. An enforcement expense also includes any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this credit card contract.



PART C – DISPUTING TRANSACTIONS

Disputing a transaction

79. If you wish to dispute a Visa Card transaction you should notify us as soon as possible. Under the card scheme rules we can seek a refund of Visa Card purchases from the merchant's financial institution in certain circumstances, such as non-delivery of goods or services ordered, unauthorised purchases, or payments under a regular payment arrangement that you had already cancelled. This is called a 'chargeback.'

The card scheme rules impose strict timeframes on requesting chargebacks. We will need to investigate a disputed transaction to determine if we have a right to a chargeback. You must provide us with any information or material we request to investigate the transaction and support the chargeback request. If we determine that we have a right to a chargeback we will seek it without delay.

Please note that chargebacks do not apply to BPAY® payments using your Visa Card.

Reporting loss, theft or unauthorised use of your Visa card or PIN

- ▶ If you believe your Visa card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or the card hotline available 24/7.

Within Australia: 1800 648 027

Outside Australia: + 61 2 8299 9101

- ▶ If the card hotline is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the card hotline is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

You will be liable for any transactions you make using your Visa Card before the Visa Card is cancelled but which are not posted to your account until after cancellation of the Visa Card.

Mistaken and misdirected payments

80. Mistaken payment means a payment by a user through a pay anyone banking facility and processed by a financial institution when funds are paid into the account of an unintended recipient because the user 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:

- ▶ the user's error, or
- ▶ the user being advised of the wrong BSB number and/or identifier

81. This definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

- ▶ The table underneath sets out the process we'll follow under the ePayments Code if you make or receive a Mistaken Payment.

YOU MADE A PAYMENT	YOU RECEIVED A PAYMENT
If a report is made within 10 Business Days	
<ul style="list-style-type: none">▶ If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if we are satisfied that a mistaken payment has happened.▶ If the other financial institution is satisfied that you made a mistaken payment, they must return the funds to us. This may take up to 10 business days.	<ul style="list-style-type: none">▶ If another financial institution reports to us that you've received a mistaken payment and we are satisfied that a mistaken payment has occurred, we must return the funds to the sending financial institution. This may take up to 10 business days.▶ If there are insufficient funds in your account, we may debit your other account/s if those accounts have



<ul style="list-style-type: none"> ▶ If the receiving financial institution is not satisfied that you made a Mistaken Payment, they may ask for the recipient to consent to the return of the funds to us. ▶ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▶ If we receive the funds back from the recipient, we'll return them to you as soon as practicable. ▶ If we are not satisfied that you made a Mistaken payment, we'll not take any further action. ▶ Either way, we'll advise you of the outcome in writing within 30 days of the report being made. 	<p>funds or work with you to make other arrangements.</p> <ul style="list-style-type: none"> ▶ If we are not satisfied that a Mistaken Payment has occurred, we may ask for your consent to return the funds. ▶
<p>If a report is made between 10 Business Days and 7 months</p>	
<ul style="list-style-type: none"> ▶ If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if we are satisfied that a mistaken payment has happened. ▶ The receiving financial institution has 10 business days to investigate the request. ▶ If they are satisfied that a mistaken internet payment has occurred, they will place a hold on the funds and give the recipient 10 business days to establish that they are entitled to the funds. ▶ If the recipient cannot establish that they are the entitled to the funds, the funds will be returned to us within 2 business days. We'll return the funds to you as soon as practicable. ▶ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▶ 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. ▶ If a Mistaken payment has not occurred, the receiving financial institution may seek consent from the recipient to return the funds. ▶ If we are not satisfied that you made a Mistaken payment, we'll not take any further action. ▶ Either way, we'll advise you of the outcome in writing within 30 days of the report being made. 	<ul style="list-style-type: none"> ▶ If another financial institution reports to us that you've received a mistaken payment and we have 10 Business Days to investigate the request. ▶ If we are satisfied that a mistaken internet payment has occurred, we'll place a hold on the funds and give you 10 business days to establish that you are entitled to those funds. ▶ If there are insufficient funds in your account, we may debit your other account/s if those accounts have funds or work with you to make other arrangements. ▶ If you cannot establish that you are the entitled recipient to the funds, we'll return the funds to the other financial institution within 2 business days. ▶ If we are not satisfied that a Mistaken Payment has occurred, we may ask for your consent to return the funds.
<p>If a report is made after seven months</p>	
<ul style="list-style-type: none"> ▶ If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if 	<ul style="list-style-type: none"> ▶ If another financial institution reports to us that you've received a mistaken



<p>we are satisfied that a mistaken payment has happened.</p> <ul style="list-style-type: none"> ▶ If the receiving financial institution is satisfied that a mistaken payment has occurred, they will ask for the recipient to consent to the funds being returned. ▶ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▶ If we receive the funds back from the recipient, we'll return them to you as soon as practicable. ▶ Either way, we'll advise you of the outcome in writing within 30 days of the report being made. 	<p>payment and we'll investigate the request.</p> <ul style="list-style-type: none"> ▶ If we are satisfied that a mistaken internet payment has occurred, we'll ask for your consent to return the funds to the sender. ▶ If there are insufficient funds in your account, we may debit your other account/s if those accounts have funds or work with you to make other arrangements.
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This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.

82. If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your account while we conduct further investigations.
83. We are not liable to you for, and you indemnify us against any and all loss incurred by you or any other person arising from us returning the Mistaken Payment.
84. If you are unhappy with how we have dealt with the report of an unauthorised transaction or mistaken payment you can raise a complaint and we will deal with the complaint under our internal dispute resolution procedures, and will not require you to complain to the Receiving Financial Institution. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority.

Unauthorised payments

An unauthorised transaction is a transaction that is not authorised by a user. This does not include transactions carried out by the account holder or an authorised user, or by anyone who performs a transaction with the knowledge or consent of the account holder or any authorised user

85. When you are not liable for loss
 - A. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
 - fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
 - a device, identifier or passcode which is forged, faulty, expired or cancelled
 - a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)
 - a transaction being incorrectly debited more than once to the same facility
 - an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.
 - B. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. When a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
 - C. You are not liable for loss arising from an unauthorised transaction when it is clear that a user has not contributed to the loss.
 - D. In a dispute about whether a user received a device or passcode:
 - there is a presumption that the user did not receive it, unless we can prove that the user did receive it
 - we can prove that a user received a device or passcode by obtaining an acknowledgement of receipt from the user



- we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or passcode.

86. When you are liable for loss

If **clause 85 - When you are not liable for loss** does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this section.

- A. When we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the passcode security requirements (refer to **Protecting your accounts and Visa card section**):
 - you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us
 - you are not liable for the portion of losses:
 - i. incurred on any one day that exceeds any applicable daily transaction limit
 - ii. incurred in any period that exceeds any applicable periodic transaction limit
 - iii. incurred that exceeds the balance on the facility, including any pre-arranged credit
 - iv. incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.
- B. When:
 - more than one passcode is required to perform a transaction, and
 - we prove that a user breached the passcode security requirements for one or more of the required passcodes, but not all of the required passcodes, you are liable under clause 86A only if we also prove on the balance of probability that the breach of the passcode security requirements under **Protecting your accounts and Visa card section** was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- C. You are liable for losses arising from unauthorised transactions that occur because a user 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.
- D. When we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:
 - are liable for the actual losses that occur between:
 - i. when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
 - ii. when the security compromise was reported to us.
 - are not liable for any portion of the losses:
 - i. incurred on any one day that exceeds any applicable daily transaction limit
 - ii. incurred in any period that exceeds any applicable periodic transaction limit
 - iii. that exceeds the balance on the facility, including any pre-arranged credit
 - iv. incurred on any facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the transaction.

Note: You may be liable under this section if you were the user who contributed to the loss, or if a different user contributed to the loss.
- E. When a passcode was required to perform an unauthorised transaction, and **clauses A to D** above do not apply, you are liable for the least of:
 - \$150, or a lower figure determined by us
 - the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit
 - the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.
- F. In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under **clauses A to D**:
 - we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring



- the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the passcode security requirements
 - the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.
- G. If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under this section for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This section does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this section for a greater amount than would apply if we had exercised those rights.



PART D – MISCELLANEOUS MATTERS

Statements

87. Statements will be automatically issued quarterly. We may provide account statements electronically for you to retrieve via internet or mobile banking, your data sharing dashboard or in some instances via email unless:

- ▶ you request that statements be sent in paper form
- ▶ you have not registered for internet or mobile banking access
- ▶ you have not provided us with an email address or mobile phone number we can use to notify you when the statements are available.

When we provide paper statements, you may be charged a fee. Refer to our Fees & Charges Schedule. We recommend that you check your account statement as soon as you receive it. Immediately contact us to report any unauthorised transactions or errors.

Changing Contact Details

88. You must tell us immediately of any change to your name, residential and mailing address, email address or phone number – or those of any additional cardholder. You can update your details using internet and/or mobile banking, when visiting a branch or by calling us.

Payment on a Business Day

89. If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the next business day.

Joint Borrowers - Obligations are Separate & Joint

90. If there is more than one Borrower, each of you is liable to us separately for the balance of the credit card as well as jointly.

91. If any one of you requests to suspend the account, to allow you and the other account holder(s) time to reach agreement about the account balance or available funds, we must comply with the request.

Assignment

92. You agree that we may assign our rights under this credit card contract, any mortgage or any guarantee without further consent from you, if we choose to do so. If our rights under this credit card contract are assigned to another person, or pass by law to another person, you will have (and may exercise) the same rights in respect of the credit card contract against the assignee as you have against us.

Waiver

93. A waiver of any of our rights under this credit card contract does not occur unless we give it to you in writing.

Severability

94. If any part of this credit card contract is invalid, unenforceable or in breach of any law, it is not included in this credit card contract. The remainder of this credit card contract continues in full force and effect.

Closing and Suspending Accounts

95. We may close or suspend your account if:

- ▶ you breach these Terms and Conditions,
- ▶ there have been no transactions and/or a zero balance for more than 24 months,
- ▶ we suspect fraud or other security concerns
- ▶ you, or someone acting on your behalf, is being fraudulent
- ▶ we suspect that you are using an access facility in a manner that is likely to affect our ability to continue providing the service to you or our other members.

96. We will generally provide you at least 14 days notice if we are closing an account.



97. However, in some circumstances we may close or suspend an account (including limiting account facilities, delaying or not processing transactions) without notice when it is reasonable, such as to protect you from potential harm or loss (e.g. scams) or comply with our legal and regulatory obligations (including our own policies). When we suspend your account it means that you will not be able to transact on your account.
98. Alternatively, we may block a proposed transaction (or type of transaction) on your account, rather than stopping all transactions on your account, or suspend your card. We may place a stop on your account, suspend your card or block a transaction (or type of transaction) if:
- ▶ you breach, or we suspect you have breached, these terms and conditions in a manner we reasonably consider involves a material risk to us
 - ▶ a third party you have appointed to access your account breaches, or we suspect they have breached, these terms and conditions or the terms of their appointment conditions in a manner we reasonably consider involves a material risk to us or to you
 - ▶ you do not provide us with any information that we have reasonably asked you to provide and we reasonably consider creates a material risk to us or prevents us from complying with our legal or regulatory obligations or compliance policies
 - ▶ we are notified of your death, bankruptcy, insolvency or loss of capacity
 - ▶ you are the recipient of a mistaken payment into your account, however, limited to preserving funds in the account to the value of the mistaken payment
 - ▶ we reasonably believe it necessary in order to prevent the occurrence of fraud or unlawful transactions
 - ▶ we reasonably believe your account or PayID is being used in a way that may cause loss to you or us (including, without limitation, where unauthorised transactions have been reported on the account)
 - ▶ we know, or reasonably suspect, or you advise us that, your Card, Card Details, PayID, Device, Passcode, Account and/or PIN are no longer secure, or are being or will be used for fraudulent or unlawful transactions
 - ▶ your account has a negative (debit) balance
 - ▶ we become aware of any dispute which we reasonably believe has a bearing on the account until this dispute has been resolved to our reasonable satisfaction (for example, a dispute as to who may operate or owns the account)
 - ▶ we become aware of a technical issue with your account, card or card details, which requires us to cease any transaction on the account and/or to close your account
 - ▶ you behave in a way towards our staff, our service providers or other customers that we reasonably consider to be inappropriate
 - ▶ we are entitled to under, or required to by, law (including, without limitation, any Anti-Money Laundering or Counter-Terrorism Financing laws and sanctions) or a court order.

Definitions and Interpretation

99. In this credit card contract:

- ▶ a reference to 'we', 'us' or 'our' means Australian Military Bank Ltd;
- ▶ a reference to 'you' means each Borrower;
- ▶ words and phrases have the same meaning as in the Credit Card Details;
- ▶ words and phrases have the same meaning as in the National Credit Code;
- ▶ headings are for convenience only and do not affect the interpretation of this agreement;
- ▶ words importing the singular include the plural and vice versa;
- ▶ words importing a gender include any gender;
- ▶ other parts of speech and grammatical forms of a word or phrase defined in this credit card contract have a corresponding meaning;
- ▶ a reference to a Clause or Credit Card Details is a reference to a Clause or Credit Card Details of this credit card contract;
- ▶ a reference to this credit card contract includes these Credit Card Terms and Conditions as well as the Credit Card Details;
- ▶ a reference to a party to this contract includes that party's successors and permitted assigns.



PART E – KEY CONTACT DETAILS

Lost or stolen cards

If you believe your Visa card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or the card hotline available 24/7.

- ▶ Within Australia: 1800 648 027
- ▶ Outside Australia: + 61 2 8299 9101

Contact us

- ▶ Phone: 1300 13 23 28
- ▶ Email: service@australianmilitarybank.com.au
- ▶ Website: australianmilitarybank.com.au
- ▶ Mail: PO Box H151, Australia Square NSW 1215

Financial hardship

If you are experiencing financial difficulty and need financial assistance, please call us as soon as possible on 1300 13 23 28 and we can talk you through the options available. Late payment and default fees are not payable for members meeting the conditions of financial hardship.

Complaints and feedback

If you have a complaint or would like to provide us with any feedback, we would like to hear from you. We have an internal dispute resolution system to deal with any complaints you may have, and we ensure that we deal with any complaint sympathetically and efficiently.

There is no fee for making a complaint.

If you want to make a complaint, you can contact our staff:

- ▶ Email: complaints@australianmilitarybank.com.au
- ▶ Telephone: 1300 13 23 28 from Australia or +61 2 9240 4122 from overseas (8am to 6pm, Monday to Friday, Sydney time)
- ▶ In person: at any one of our branches
- ▶ In writing: Member Resolution Team, Australian Military Bank, Reply Paid 151, Australia Square NSW 1214.

Our staff will advise you about our complaint handling process and the timeframe for handling your complaint. We have an easy to read guide about our dispute resolution system available at australianmilitarybank.com.au/discloseddocuments.

If you are not satisfied with the way in which we resolved your complaint, you may refer the complaint to the Australian Financial Complaints Authority (AFCA) using the below details:

- ▶ Mail: GPO Box 3, Melbourne VIC 3001
- ▶ Toll-free number: 1800 931 678
- ▶ Email: info@afca.org.au
- ▶ Website: afca.org.au

Customer Owned Banking Code Of Practice Compliance

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee. Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation. You can contact the Committee at:

- ▶ Postal Address: Customer Owned Banking Code Compliance Committee;
PO Box 14240 Melbourne VIC 8001
- ▶ Website: cobccc.org.au
- ▶ Email: info@codecompliance.org.au
- ▶ Telephone: 1800 931 678



Form 5 – Information Statement

Information below is provided as required under the National Credit Code.

Things you should know about your proposed credit contract

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

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract

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

Your credit provider must give you a 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 pay out figure?

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

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



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

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

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

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

That depends on the type of change. For example—

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for—
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

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

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

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

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Telephone: 1800 367 287

Fax: 03 9613 6399

Email: info@afca.org.au

Mail: GPO Box 3, Melbourne VIC 3001 (Australia).

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

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

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 can not 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.

Mortgages

15 If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17 Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18 What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23.

Otherwise you may—

- if the mortgaged property is goods—give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
 - sell the property, but only if your credit provider gives permission first;
- OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact the AFCA scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19 Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.



20 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22 What do I do if I can not make a repayment?

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

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

23 What if my credit provider and I can not agree on a suitable arrangement?

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

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

24 Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

25 Do I have any other rights and obligations?

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

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

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

TELEPHONE: 1800 367 287
FAX: 03 9613 6399
EMAIL: info@afca.org.au
MAIL: GPO Box 3, Melbourne VIC 3001 (Australia).

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





Contact us

- ▶ 1300 13 23 28
- ▶ Visit your local branch
- ▶ service@australianmilitarybank.com.au
- ▶ australianmilitarybank.com.au