

earthplatinum

estpac

Earth Platinum Conditions of Use.

Effective 1 November 2011

Earth Platinum Conditions of Use.

If you are unsure about any of the information contained in this brochure, please contact us on 1300 859 100 or call into one of our branches.

Your Credit Card Contract includes this Conditions of Use booklet, the letter which advises both your credit limit and other prescribed information we are required to give you by law, and the pre-contractual statement, if any, contained in the brochure that accompanied your application form. Therefore it is important that you read all documents carefully and retain them for future reference.

Postal address

Westpac Banking Corporation

Earth Card

GPO Box 18

Sydney NSW 2001

Lost or Stolen Cards and Cardholder Enquiries

As an Earth Platinum Cardholder, you have priority access to a specialist servicing team which is available 24 hours a day, 7 days a week.

Within Australia: **1300 859 100.**

Overseas: Ring the operator in your current locality and book a reverse charge call to Australia **+61 3 6345 1146.**

Table of Contents

1.0	These Conditions of Use	6
1.1	Introduction	6
1.2	When the Conditions of Use take effect	6
1.3	Electronic Funds Transfer Code of Conduct	6
1.4	Code of Banking Practice	6
2.0	Definitions	7
3.0	The Card and PIN	12
3.1	Types of Cards	12
3.2	Additional Cards	12
3.3	Selection/Issue of PIN	13
3.4	Card reissue	14
3.5	All Cards remain our property	14
4.0	Using the Cards	14
4.1	When can you use your Card?	14
4.2	Where can you use your Card?	14
4.3	Foreign currency transactions	15
4.4	Purpose of use	17
4.5	Transactions at Electronic Banking Terminals	17
4.6	Card acceptance	18
4.7	Transaction limits	19
4.8	Do transactions have to be authorised?	20
4.9	Transaction records	20
4.10	Processing date and posting of transactions	20
4.11	Transaction information	21
4.12	Anti-Money Laundering and Counter Terrorism Financing Obligations	21
5.0	The Card Account	22
5.1	How much credit can you obtain?	22
5.2	How much cash can you obtain?	22
5.3	Amounts that are charged to the Card Account	22
6.0	The Statements	23
6.1	How do you know how much you owe?	23
6.2	If you think there is a mistake	24
7.0	The Charges	24
7.1	Fees and charges	24
7.2	Interest charges	24
7.2.1	Calculation of interest charges	25
7.2.2	Interest free period for purchases	26
7.3	Government charges	28
7.4	Effective date and adjustments	28
8.0	Credit Card Repayment Protection	29
9.0	The Payments	30
9.1	What is the minimum payment required?	30
9.2	How and where can you make your payment?	31

9.3	ATM deposits	31
9.4	How we apply your payments	32
9.5	Uncleared funds	33
9.6	Default & Acceleration of Amounts Due	33
9.7	Enforcement without Notice	34
9.8	Hardship	34
10.0	Errors/Disputes and Resolutions	35
10.1	How to report a lost or stolen Card or PIN or unauthorised transactions	35
10.2	Investigating and resolving problems	36
11.0	Unauthorised Transactions	37
11.1	Protecting your Card and PIN	37
11.2	Liability for unauthorised transactions	39
11.2.1	Transactions not involving Manual Signature Comparison	39
11.2.2	Other unauthorised transactions	42
11.2.3	eCommerce Transactions	42
11.2.4	Where we may not process your claim	42
12.0	Our Responsibilities and Liabilities	43
12.1	Electronic banking access	43
12.2	What happens if an Electronic Banking Terminal does not work?	43
13.0	General Information about the Credit Facility	43
13.1	Suspension, cancellation and termination	43
13.2	Stopping the Card Account	44
13.3	Variation	44
14.0	Other	47
14.1	Marketing Consent	47
14.2	Change of name or address	48
14.3	Service fees	48
14.4	Certificate of balance	48
14.5	Set off - no deduction	48
14.6	Exercising our rights	49
14.7	Governing law	49
14.8	Non-Assignment	49
14.9	Electronic Communications	49
14.10	Credit Review	49
15.0	Points	49
15.1	How do you earn Points?	49
15.2	How long do you have to use your Points?	51
15.3	How do you earn additional or extra Points (' Bonus Points ')?	51
15.4	When don't you earn Points?	51
15.5	How do you keep track of your Points?	52
15.6	Advising your Qantas Frequent Flyer membership number	53
15.7	Variations relating to Points	53
16.0	Statutory Information we are required to give you	54

1.0 These Conditions of Use

1.1 Introduction

- (a) These Conditions of Use, together with the other documents comprising the Credit Card Contract, govern the use and operation of your Credit Card, including the use of your Credit Card and PIN.
- (b) These Conditions of Use apply to the Primary Cardholder, any Additional Cardholder and to all transactions involving the use of your Card or Card details.
- (c) These Conditions of Use do not, on their own, contain all the terms applying to your Credit Card, so it is important that you read all of the documents comprising the Credit Card Contract carefully and retain them for future reference.
- (d) Any other separate terms and conditions (expressed or implied) applicable to Nominated Accounts will continue to apply to you and transactions involving the use of your Card and PIN.
- (e) If there is any inconsistency between these Conditions of Use and other terms and conditions, these Conditions of Use will prevail.
- (f) If you do not understand something in these Conditions of Use, please talk to our staff. They will be happy to help you.

1.2 When the Conditions of Use take effect

Either activation of the Card Account, or the first transaction on the Card Account (whichever comes first), will be taken as your agreement to comply with these Conditions of Use.

1.3 Electronic Funds Transfer Code of Conduct

The Electronic Funds Transfer Code of Conduct governs all electronic funds transfer transactions to or from Nominated Accounts that are initiated by you through Electronic Equipment and do not involve Manual Signature Comparison. We will actively comply with the Code and this is our obligation to you.

1.4 Code of Banking Practice

- (a) Each relevant provision of the Code of Banking Practice applies to our Earth Credit Cards.
- (b) The general descriptive information referred to in clauses 13.1 and 13.2 of the Code of Banking

Practice can be obtained by calling our Cards Customer Service Line on 1300 859 100.

This includes information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

2.0 Definitions

In these Conditions of Use:

“Account Holder” means, in relation to a Nominated Account, the person(s) in whose name the account is conducted and who is (subject to these Conditions of Use) responsible for all transactions on the account. In relation to the Card Account, the Account Holder is the Primary Cardholder.

“Additional Cardholder” means the person who from time to time is issued with an Additional Card for use on the Card Account at the request of the Primary Cardholder.

“Annual Percentage Rate” (interest rate) means the percentage rate or rates per annum applicable to the Card Account, as shown in the letter which advises your credit limit and other prescribed information which we are required to give you by law, or as agreed between you and us under Promotion Plans from time to time.

“Bank”, “Westpac”, “our”, “we”, “us” means Westpac Banking Corporation (ABN 33 007 457 141).

“Bonus Partner” means a Merchant who agrees to offer cardholders Bonus Points or additional Bonus Points in connection with Card purchases.

“Bonus Points” means Points earned in connection with Card purchases made at Bonus Partners.

“BPAY” means the electronic payment scheme registered to BPAY Pty Ltd ABN 69 079 137 518 of which we are a member. BPAY® is governed by a separate Product Disclosure Statement located at westpac.com.au. BPAY access to your Card Account shall only be provided if you separately apply for and are approved by us to receive BPAY.

“Card” or **“Credit Card”** means any credit card issued by us to you, for use on the Card Account from time to time.

“Card Account” includes your Earth Platinum Card Account.

“Cash Advance” means any transaction treated by us as a Cash Advance, including transactions where you:

- draw cash from the Card Account using an automatic teller machine or at a financial institution; or
- receive from a Merchant a cash substitute (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
- use the Card Account to pay bills through a third party where the Merchant does not accept credit card payments; or
- use the Card Account to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Card, is only able to determine whether to treat a transaction you make with a Merchant on your Card Account as a purchase or a Cash Advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Accordingly, Credit Card transactions made with certain Merchants may be treated as Cash Advances, even though such transactions do not fall

within any of the above transaction categories. The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

“Cheque Account” means the Nominated Account selected by you as the account linked to the cheque button when using an Electronic Banking Terminal.

“Contactless Terminal” means an Electronic Banking Terminal which can be used to make a Contactless Transaction.

“Contactless Transaction” means a transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.

“Credit Card Contract” includes these Conditions of Use, the letter which advises your credit limit and other prescribed information we are required to give you by law, and the pre-contractual statement, if any, contained in the brochure that accompanied your application form.

“Credit Code” means the National Credit Code.

“Daily Percentage Rate” means the rate determined by dividing the Annual Percentage Rate by 365.

“eCommerce Transaction” means a Credit Card transaction between a cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail orders and telephone orders are excluded from this definition.

“Electronic Banking Terminal” means any authorised terminal or device in which you can use your Card and PIN. This includes:

- Westpac branch terminals in Australia;
- Westpac automatic teller machines in Australia;
- automatic teller machines of other selected financial institutions in Australia;
- automatic teller machines overseas bearing the scheme logo for your Card;
- automatic teller machines overseas bearing the Cirrus logo (for MasterCard Cards only);
- electronic funds transfer at point of sale (EFTPOS) terminals;

- any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

“Electronic Equipment” includes Electronic Banking Terminals, computers, televisions and telephones.

“Foreign transaction” is any transaction made using the Card:

- in a currency other than Australian dollars with a Merchant or financial institution located outside Australia;
- in a currency other than Australian dollars with a Merchant or financial institution located in Australia; or
- in Australian dollars with a Merchant or financial institution located outside Australia.

“GST” means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

“Internet Banking” means the use of a computer to connect you to us via the Internet and carry out a range of transactions and obtain information about your accounts. Internet Banking is governed by a separate Product Disclosure Statement located at westpac.com.au. Internet Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Internet Banking.

“Manual Signature Comparison” means a method of authenticating your authority to make a transaction on the Card Account, involving verification by comparison of your manual signature with a written specimen signature, such as the signature that appears on your Card.

“Merchant” means a provider of goods or services who accepts payment by Card.

“Nominated Account” or **“account”** means a Westpac account (including the Card Account) nominated by the Account Holder and accepted by us, which can be operated by a Card, either with or without a PIN.

“PIN” means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.

“Points” means points in the Qantas Frequent Flyer Program.

“Primary Cardholder” means the person who opens the Card Account with us.

“Promotion Plan” means a special promotional offer made by us to the Primary Cardholder, in terms of which, if the offer is accepted, a different Annual Percentage Rate will apply to an agreed portion of the balance of the Card Account for an agreed period of time.

“Purchase” or **“purchase”** means each amount:

- charged by the supplier for the supply of any goods or services purchased by the use of a Card except Cash Advances;
- treated by us as a purchase under 7.0 The Charges; or
- designated by us as a purchase.

“Qantas” means Qantas Airways Limited.

“Qantas Frequent Flyer Program” means the promotional program operated by Qantas which is known as such.

“Savings Account” means the Nominated Account selected by you as the account linked to the savings button when using an Electronic Banking Terminal.

“Telephone Banking” means the use of the telephone to carry out a range of transactions, such as; checking account balances, paying bills and transferring money. Telephone Banking is governed by a separate Product Disclosure Statement located at westpac.com.au. Telephone Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Telephone Banking.

“unauthorised transaction” means any transaction made without your knowledge or consent.

“User” or **“you”** means the Primary Cardholder and/or an Additional Cardholder, as appropriate.

“Westpac Group” means Westpac and its related bodies corporate which include Westpac General Insurance Limited and Westpac Financial Services Limited.

“Westpac Foreign Transaction Fee” is the sum of the relevant Westpac On-Charged Scheme Fee and the

relevant Westpac Processing Fee, charged to you in accordance with Clause 7.1.

“Westpac On-Charged Scheme Fee” is any fee that may be charged by MasterCard® and American Express® to Westpac on foreign transactions, which we pass on to you.

“Westpac Processing Fee” is a fee charged to you by Westpac being a percentage of the Australian dollar transaction amount of a foreign transaction.

3.0 The Card and PIN

3.1 Types of Cards

These Conditions of Use govern the Earth Platinum MasterCard® and the Earth Platinum American Express® Card.

3.2 Additional Cards

- (a) You (being the Primary Cardholder) can ask us to give an additional Card and PIN to one person you nominate as your agent to operate on the Card Account, provided that person is over the age of 16 years. An Additional Cardholder must also comply with these Conditions of Use.
- (b) Where an additional Card has been issued at your request:
 - you authorise us to give the Additional Cardholder information about the Card Account for the purpose of their use of the additional Card. In addition, you authorise us to act on the instructions of the Additional Cardholder in relation to the Card Account, except for a request for an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of the additional Card following cancellation of that Card by you;
 - you are responsible for the use of the additional Card and you must pay for all transactions made by the Additional Cardholder, including any charges;
 - you can cancel the additional Card by cutting it into several pieces and either returning them to us, or informing us by telephone that you have destroyed the Card and disposed of the pieces securely. You must then write to us to confirm cancellation of the Card. If you cannot destroy the Card, you should

ask us to put a stop on the Card Account;

- you should be careful in cases where you cannot destroy the additional Card because, although a stop may have been placed on the Card Account, the additional Card may still be used in some circumstances (for example, for store purchases below floor limits where no electronic approvals are in place).

You will not be responsible for the continuing use of the additional Card from the later of the date you advise us that you want the additional Card cancelled, and when you have taken all reasonable steps to have the additional Card returned to us. What constitutes taking all reasonable steps to have the additional Card returned to us will vary, depending on the particular circumstances. At a minimum, it will require you to contact the Additional Cardholder, if at all possible, and request them to surrender the additional Card to you, so that you can return it to us.

- (c) When the Additional Cardholder uses their Card to access accounts held by that Additional Cardholder, they are acting as a principal in their own right. You will not be responsible for any such use where you are not party to such an account.
- (d) As stated in paragraph (a) of this clause, an additional Card is issued at your request to a nominated Additional Cardholder, as your agent to operate on the Card Account. On your death, the authority you have given the Additional Cardholder is automatically cancelled and the additional Card can no longer be used to access either the Card Account or any accounts held by the Additional Cardholder.
- (e) If the Additional Cardholder wishes to deposit a cheque made out to them into the Card Account they must firstly transfer ownership of the cheque to the Primary Cardholder. This is done by the Additional Cardholder writing the words "Please pay (Primary Cardholder's name)" along with the Card Account number, then signing the back of the cheque.

3.3 Selection/Issue of PIN

You may be required to select a PIN upon collection of your Card or we will allocate a PIN to you when your Card is first

issued. You can change your PIN at any time using special terminals located in Westpac branches in Australia. If the record of the PIN is lost or stolen, you can select a new PIN or we may issue you with a new PIN and, in some circumstances, we may issue you with both a new Card and PIN. You can use your existing PIN with a Card that replaces a Card reported lost or stolen, unless we tell you otherwise and issue you a new PIN.

3.4 Card reissue

We may issue a new Card to you at any time. All such Cards are subject to these Conditions of Use. We reserve the right not to reissue a Card.

3.5 All Cards remain our property

You agree that your Card remains the property of the Bank and agree to return the Card to us on:

- our request; or
- cancellation of your Card; or
- closure of the Card Account; or
- termination of your authority to operate the Card Account.

4.0 Using the Cards

4.1 When can you use your Card?

- (a) Your Card is valid only if it has been signed by you.
- (b) Your Card is only to be used during the validity period. If the Card is outside of the validity period you must destroy that Card immediately by cutting it into several pieces and disposing of them securely.
- (c) You must not use the Card if the Card has been suspended, cancelled or the Credit Card Contract has been terminated or you have otherwise been instructed by Westpac not to use the Card.

4.2 Where can you use your Card?

- (a) You can use your Card in Australia and most overseas countries.
- (b) You can use your Card at any Merchant directly or by mail order, telephone order, through the internet or at any financial institution or Electronic Banking Terminal displaying the applicable scheme sign for your Card.

You or an Additional Cardholder may authorise a Merchant to charge amounts to your Card Account over time.

You should keep a record of all regular payments arranged with Merchants, including the Merchant name and contact details, and the amount(s) and date(s) upon which payments are to be processed.

To cancel or change any regular payment authority you should contact the Merchant in writing at least 15 days prior to the next scheduled payment. Until you notify the Merchant, Westpac is required to process transactions from the Merchant. If the Merchant does not comply with your request to cancel the regular payment arrangement, you may be able to dispute the charges if you can show written evidence of the notice to cancel the regular payment arrangement.

Should your Card number be changed i.e. as a result of a lost or stolen Card you must request the Merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you do not undertake to notify the Merchant of a change in Card details your regular payment arrangement either may not be honoured by the Bank or the Merchant may stop providing the goods and/or services.

Should you elect to close your Card Account or your Card Account is closed by the bank you should contact all Merchants with whom you have regular payment arrangements to revise your Card Account details. Failure to do so may result in the Merchant failing to provide the goods and/or services.

- (c) If you use your Card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained from our branches.

4.3 Foreign currency transactions

- (a) Any statement entries for purchases or Cash Advances/withdrawals made in a foreign currency will separately set out the following two components:
 - the foreign currency amount, converted into Australian dollars by the applicable Credit Card scheme and the Westpac Foreign Transaction Fee comprising of;
 - the Westpac On-Charged Scheme Fee calculated as follows: The credit card schemes charge

fees when processing credit card transactions made in foreign currencies. The fees are either charged to Westpac during the process of converting the foreign currency amount into Australian dollars, or are charged to Westpac separately. Westpac passes these fees onto you. The fees vary depending on the applicable credit card scheme and the nature of the foreign transaction; and

- the Westpac Processing Fee, which is a fee charged to you by Westpac being a percentage of the Australian dollar amount of a foreign transaction after conversion by the applicable Credit Card scheme.

Details of the Westpac On-Charged Scheme Fee and the Westpac Processing Fee are set out in the Financial Table which advises your credit limit, interest rate(s) and other important details about your card or in any notice we give you notifying you of a change in these fees.

- (b) Transactions processed in foreign currencies will be converted into Australian dollars before they are listed on Card Account statements. Levies or fees may be charged by the applicable Credit Card scheme during the conversion process. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase. The method of conversion is as follows:

MasterCard®

MasterCard International Incorporated (MasterCard) processes Cash Advances, purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by MasterCard for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to the Card Account.

American Express®

American Express International Incorporated (Amex) processes Cash Advances, purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is an interbank rate, selected by Amex from customary banking sources on the business day prior to the day on which the transaction is processed by Amex, which rate may differ from the rate in effect on the transaction date.

Note: Exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

4.4 Purpose of use

- (a) Your Card must be used wholly or predominantly for personal, domestic or household expenditure. We reserve the right to determine, in any instance, whether use or proposed use of your Card has been or will be in accordance with this requirement.
- (b) You must not use your Cards for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Cards are used or where the goods or services are provided.
- (c) It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where the Bank has reasonable grounds to suspect that such a transaction(s) has occurred on the Card Account, it is obliged to render a suspicious matter report to the Federal Government (AUSTRAC).

4.5 Transactions at Electronic Banking Terminals

- (a) You may use your Card (other than your Earth Platinum American Express Card) at any Electronic Banking Terminal as follows:
 - (i) at automatic teller machines for cash withdrawals/advances and balance enquiries;

- (ii) at Westpac automatic teller machines in Australia for transfers of funds between Nominated Accounts;
 - (iii) at selected Westpac automatic teller machines in Australia for:
 - deposits to Nominated Accounts;
 - an ATM mini-statement listing up to the last 10 entries on a Cheque Account or Savings Account and the available balance of the account;
 - a listing of balances of up to 10 accounts held by you (an all accounts balance summary);
 - the purchase of selected vouchers, tickets or other goods and services provided by us or a third party, from a Cheque Account or Savings Account;
 - (iv) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant.
- (b) Earth Platinum American Express® Cards cannot be used at automatic teller machines, or to make transactions on any account other than the related Earth Platinum Card Account. Only purchase transactions, not Cash Advances, can be made using Earth Platinum American Express Cards.
- (c) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (d) You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by Merchants or financial institutions, or use your Card at a Contactless Terminal and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your Card at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.
- (e) Some Electronic Banking Terminals do not have an account selection facility. Where that is the case, any transaction will be processed to the Card Account.
- (f) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual

procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to the Nominated Account.

- (g) Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal.

4.6 Card acceptance

- (a) We are not responsible if a Merchant or financial institution refuses to accept a Card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant.
- (b) Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions or by Merchants carrying on business there that all goods and services available at those premises may be purchased with your Card.
- (c) The Credit Card Contract contains the entire agreement of the Card Account. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Credit Card Contract by the Merchant, its employees, agents or contractors.

4.7 Transaction limits

- (a) We reserve the right to limit or change the amount which may be withdrawn from a Nominated Account by use of a Card. Where we do either of these things, we will give you 20-days advance notice in writing.
- (b) A maximum daily transaction limit applies to your Card for:
 - cash withdrawals through automatic teller machines debited to any account; and
 - transactions through EFTPOS terminals debited to a Cheque Account and/or Savings Account.
- (c) If you make a cash withdrawal at an automatic teller machine and you also make a transaction at an EFTPOS terminal on your Cheque Account and/or Savings Account on the same day, the total of those

transactions cannot exceed the maximum daily transaction limit.

- (d) The maximum daily transaction limit does not apply at branch terminals.
- (e) Some Merchants may allow you to withdraw cash from a Cheque Account or Savings Account at EFTPOS terminals, subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant. Where you select the credit button on an EFTPOS terminal, you cannot also withdraw cash.
- (f) A maximum daily cash withdrawal limit may apply at other financial institutions' ATMs. Those institutions may impose additional restrictions.
- (g) You will be advised of the maximum daily transaction limit when issued with a Card, and you will be subsequently advised of any changes to the limit.

4.8 Do transactions have to be authorised?

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction. We may not authorise a transaction if:
 - the credit limit would be exceeded; or
 - the Primary Cardholder is behind in making payments to the Card Account.
- (b) We reserve the right to decline authorisation for any transaction on the Card Account.
- (c) Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account. If the purchase or other transaction is not completed, the amount of available funds in the Card Account may continue to be reduced for up to four Bank business days after the authorisation is obtained.

4.9 Transaction records

When you complete a transaction through an Electronic Banking Terminal you will receive a printed transaction record. Check your record carefully and retain it to aid in reconciling account statements. If a transaction record is unavailable, you will be notified prior to the completion

of the transaction and given the choice of proceeding.

4.10 Processing date and posting of transactions

- (a) Transactions at our Electronic Banking Terminals may be processed to the Nominated Account on the day that you made the transaction or the following Bank business day.
- (b) If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transaction to the Nominated Account as soon as we receive it.

However, transactions may be assigned an effective date in accordance with clause 7.4.

- (c) When, on the same day, multiple transactions are made on the Card Account, or are received by us for processing to the Card Account, debit transactions (such as purchases and Cash Advances) are posted to your account before credit transactions (such as payments). This is the case, even where a credit transaction is made before a debit transaction, and it appears from an account balance enquiry made immediately after the credit transaction that the credit transaction has already been posted to the account.

4.11 Transaction information

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by MasterCard® International Incorporated or American Express® International Incorporated in countries other than Australia. By using your Card, you agree that information regarding the transaction may be processed outside Australia.

4.12 Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring that we perform. You should be aware that:

- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer

(including consequential loss) howsoever caused in connection with your Card;

- We may from time to time require additional information from you to assist us in the above compliance process; and
- Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings.

- (a) you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which your Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

5.0 The Card Account

5.1 How much credit can you obtain?

- (a) We will notify you in writing of the amount of credit that applies to the Card Account. This is called the “credit limit”.
- (b) Transactions made by you must not exceed the credit limit without our prior approval. However, transactions may, at our discretion, be allowed to proceed even though they will cause the credit limit to be exceeded. Remember, the credit limit applies to the Card Account – there is not a separate credit limit for the additional Card issued on the Card Account.
- (c) If the credit limit is exceeded, any amount in excess of the credit limit is payable immediately.

5.2 How much cash can you obtain?

- (a) The minimum amount of any Cash Advance may vary between financial institutions. The minimum you can obtain at our branches is \$20.
- (b) Before a Cash Advance is processed, you may be

required to provide the following identification:

In **Australia** either:

- a passport or driver's licence bearing your photo; or
- any two of the following items:
 - identity card bearing your photo;
 - driver's licence without a photo;
 - another debit or credit card bearing your signature;
 - employee identity card, union card or student card bearing your signature;
 - pensioner identification card.

Overseas, a passport. Some overseas banks may require additional identification.

5.3 Amounts that are charged to the Card Account

The Card Account will be charged with, and accordingly the Primary Cardholder is required to pay us:

- the amount for goods and services bought directly from a Merchant or by mail order, telephone order or through the internet;
- the amount of all Cash Advances;
- the fees and charges in accordance with clauses 7.1 and 7.3; and
- interest charges imposed on Cash Advances and purchases and on fees and interest charges in accordance with clause 7.2.

6.0 The Statements

6.1 How do you know how much you owe?

- (a) A statement for the Card Account will be issued each month to the Primary Cardholder. The date your statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle".
- (b) Your statement will either be mailed to you, or, instead of receiving paper statements in the mail, you may elect to obtain electronic statements from our website – westpac.com.au, using our Internet Banking service. You must be registered for Internet Banking, supply us with a valid email address and satisfy any other applicable eligibility criteria. The electronic statements option may be selected through Internet Banking after the Card Account has

been opened.

- (c) Each month we will issue your statement to you on the statement date if:
 - there are any amounts owing by you or to you; or
 - there have been any amounts debited or credited to the Card Account during the statement cycle.
- (d) Amounts shown on your statement will be expressed in Australian currency and must be settled in Australia in Australian currency. There is no facility for payment to be made overseas, other than by transferring funds using our Telephone Banking or Internet Banking services.
- (e) You should keep all vouchers and transaction records given to you or to the Additional Cardholder by Merchants and financial institutions, or issued by Electronic Banking Terminals, to help you check statements on the Card Account.

6.2 If you think there is a mistake

- (a) You agree that the amount shown on any sales voucher, Cash Advance voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the Cash Advance to which that voucher or transaction record relates.
- (b) You should check each statement carefully as soon as you receive it. If you wish to dispute an amount charged to the Card Account you must provide us with written notice of your dispute before the due date shown on your statement.

If you do not dispute an amount shown on a statement by the due date, our ability to obtain a refund (if applicable) may be restricted under MasterCard® or American Express® scheme rules. Please refer to clause 10.1 for details of how to notify us of disputed transactions.

Please read clause 11.2 to obtain details of your liability where unauthorised transactions are made on a Nominated Account.

7.0 The Charges

7.1 Fees and charges

- (a) Subject to all applicable laws, we may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with clause 13.3.
- (b) The Card Account will be charged with an annual card fee following the first Cash Advance or purchase transaction, unless the Card Account features a waiver of the first year's annual card fee. The fee is then charged in subsequent years on or after the anniversary of the first Cash Advance or purchase transaction.
- (c) Other fees and charges may apply as outlined in the letter which advises the credit limit and other prescribed information which we are required to give you by law.

7.2 Interest charges

Interest charges on:

- Cash Advances;
- fees related to Cash Advances ("**Cash Advance Fees**");
- interest on Cash Advances ("**Cash Advance Interest**") and Cash Advance Fees;
- purchases (subject to interest free period conditions);
- fees related to purchases ("**Purchase Fees**") and interest on purchases and Purchase Fees

will be calculated in accordance with this clause 7.2 and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement. These interest charges are variable.

For information on current interest rates and fees and charges, please visit westpac.com.au or call into one of our branches.

7.2.1 Calculation of interest charges

- (a) We charge interest on interest charges on purchases and Purchase Fees which we debit to your Card Account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and Purchase Fees.
- (b) We charge interest on interest charges on Cash Advances and Cash Advance Fees which we debit to

your Card Account. There is no interest free period for those interest charges. We add those interest charges to the balance of Cash Advances and Cash Advance Fees.

- (c) Interest is charged:
 - (i) for purchases (if applicable) and Cash Advances from the date shown on your statement for the purchase or Cash Advance;
 - (ii) for interest and annual fees from the first day of the next statement after the statement cycle in which the interest or annual fee is incurred;
 - (iii) for fees other than those described in (ii) above from the date shown on your statement for these fees.
- (d) Interest charges are debited to your Card Account every statement date (but that date is not included in the calculation of interest).

Interest charges on the Cash Advance balance

We charge interest on Cash Advances, Cash Advance Fees and on Cash Advance Interest debited to your Card Account. There is no interest free period for either Cash Advances Cash Advance Fees or Cash Advance Interest charges.

Until we receive the payment of any Cash Advance or Cash Advance Fee in full, we calculate the interest in any statement cycle on Cash Advances and Cash Advance fees:

- (a) from the date the relevant transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (either the “**Cash Advance Transaction Date**”); or
- (b) if the Cash Advance Transaction Date is prior to the start of the statement cycle, from the first day of the statement cycle.

When we debit your Card Account with interest charges on Cash Advances and Cash Advance Fees and interest on Cash Advances, those interest charges become part of the Cash Advance balance on your Card Account (“**Cash Advance Balance**”), on which we charge interest.

Interest charges on the purchase balance

We charge interest on purchases, Purchase Fees and on interest on purchases (“**Purchase Interest**”) debited to your Card Account. There is no interest free period for

Purchase Interest charges.

Unless the purchase (and Purchase Fee) is eligible to obtain the benefit of an interest free period, we calculate the interest in any statement cycle on Purchases and Purchase Fees:

- (a) from the date the relevant transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (either the “**Purchase Transaction Date**”); or
- (b) if the Purchase Transaction Date is prior to the start of the statement cycle, from the first day of the statement cycle.

When interest is payable, we charge interest at the end of the statement period on the balance of purchases, Purchase Fees and interest on purchases and Purchase Fees during the statement period.

When we debit your Card Account with interest charges on purchases and Purchase Fees and interest on purchases, those interest charges become part of the purchase balance on your Card Account (“**Purchase Balance**”), on which we charge interest.

Applicable interest rates and total interest charges

Interest charges in a statement period are calculated by applying:

- (a) the daily percentage rate applicable to Cash Advances separately to the unpaid daily balances of the Cash Advance Balance; and
- (b) the daily percentage rate applicable to purchases separately to the unpaid daily balances of the Purchase Balance.

The total amount of interest charges debited to the Card Account is the sum of the interest charges on the Cash Advance Balance and the Purchase Balance.

7.2.2 Interest free period for purchases and Purchase Fees

- (a) Your Card Account offers an interest free period for purchases and Purchase Fees, subject to the conditions described in this clause.
- (b) **What is an interest free period?**
If interest applies to a purchase and Purchase Fee, it will consist of:

- the “initial interest free days” which start from the Purchase Transaction Date and end on the statement date, and
- “further interest free days” which start after the statement date and end on the due date or payment date (whichever comes first).

We calculate the interest applicable in any statement cycle on Purchases and Purchase Fees:

- from the date the relevant transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (the Purchase Transaction Date); or
- if the Purchase Transaction Date is prior to the start of the statement cycle, from the first day of the statement cycle, until these amounts are paid in full.

There is no interest free period for these interest charges.

(c) **When does the “initial interest free days” condition apply?**

The “initial interest free days” will apply to a purchase and Purchase Fee that are listed on a statement if you pay the closing balance in full by the due date shown on the statement preceding that purchase and recording the debiting of the Purchase Fee.

(d) **When do the “further interest free days” conditions apply?**

A purchase and Purchase Fee will have “further interest free days” only if:

- You have paid the closing balance in full by the due date shown on the statement preceding the purchase and the debiting of the Purchase Fee (i.e. the “initial interest free days” condition has been met); and
- You pay the closing balance in full for the due date shown on the statement recording that purchase and the debiting of the Purchase Fee.

(e) **How many “further interest free days” apply to the Card Account?**

Up to 15 days.

(f) **What happens if payment is not made in full?**

If you do not pay the closing balance by the due date for payment listed on a statement, unpaid purchases and Purchase Fees outstanding as well

as new purchases and Purchase Fees debited to your card Account in that statement period will be included in the calculation of the interest charge.

7.3 Government charges

Subject to any applicable law, the Card Account will be charged with:

- all or any contract stamp duty payable in respect of the Credit Card Contract; and
- any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions debited or credited to the Card Account, whether or not you are primarily liable for such duties, taxes, rates or charges.

7.4 Effective date and adjustments

- (a) We may assign any date we consider appropriate to a debit or a credit to the Card Account, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If we do this we may make consequential amendments (for example, to interest).
- (b) You are liable to us for the amount of any purchase or Cash Advance from the date we assign to the transaction under this clause 7.4, and the credit we provide under those amounts is payable under this contract.
- (c) We may subsequently adjust a debit or credit to the Card Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or the dishonour of a cheque). If we do this, we may make consequential adjustments (for example, to interest).

8.0 Credit Card Repayment Protection

If you have requested Credit Card Repayment Protection, please note the following:

- Names of Insurers: Credit Card Repayment Protection is issued by the insurers who are Westpac General Insurance Limited and Westpac Life Insurance Services Limited.
- Calculation of insurance premium: The premium is calculated and debited monthly at 0.52% of the balance owing on the Card Account at the end of the statement

cycle. If there is no balance owing at the end of the statement cycle, no premium is payable for that period.

- **Insurance Coverage:** It helps cover your repayments if you lose your job, contract a sickness or disease or sustain an injury and aren't able to work. It will also pay the balance owing on the card account to a maximum of \$50,000 if you die. Conditions, limits and exclusions on cover apply and are explained in the insurance Product Disclosure Statement including policy wording (PDS). You should consider the PDS before deciding whether to acquire the insurance.

A copy of the PDS can be obtained by calling 1300 369 989 or visiting westpac.com.au

- **Commissions:** The bank will be entitled to receive up to 20% of your premium (after government charges have been deducted) as distribution commission.
- **Other:** This insurance isn't compulsory nor is it an investment in or deposit with the Bank. The Bank does not guarantee payments under the policy.

9.0 The Payments

9.1 What is the minimum payment required?

- (a) The minimum payment that we require from you (being the Primary Cardholder) each month will be shown on the Card Account statement. Your payment due date is 15 days from your statement date.
- (b) If you do not wish to pay the full amount of the closing balance shown on your statement by the due date, you must pay at least the minimum payment shown on your statement by the due date.
- (c) If your statement shows a closing balance, the minimum payment will be equal to 2% of the closing balance (rounded up to the nearest dollar) or \$10, whichever is the greater, plus the greater of any unpaid past due amounts from previous statements or any amount that exceeds the credit limit.
- (d) You must pay the full amount of the closing balance if it is less than \$10.
- (e) Your minimum payment obligation may only be met by making payments in the ways described in clause 9.2. Credits to the Card Account in the form of sales refund transactions (the refund of purchases made using your Card) and interest or fee refunds are not counted towards your minimum monthly payment.

9.2 How and where can you make your payment?

- (a) You must make payments to the Card Account with Australian currency in Australia. As there is no facility for you to pay your account overseas, you must arrange for payments to be made to the Card Account whenever you are overseas.
- (b) You can make payments to the Card Account by:
 - transferring funds from a Nominated Account at any Westpac automatic teller machine; or
 - transferring funds through our Telephone Banking or Internet Banking services; or
 - using our Card Autopay facility; or
 - making a payment using BPAY®; or
 - paying at our branches; or
 - mailing your cheque payment to us at the address shown on your statement. **DO NOT SEND US CASH THROUGH THE MAIL.**
- (c) Payments must be received and credited to the Card Account by the due date. If you are mailing your payment you should allow more time for it to reach us.
- (d) Payments will be credited to the Card Account as soon as practicable after receipt.
- (e) If you cannot make a payment which is due, you should contact us immediately. We may be able to help you.
- (f) You may, in any month, make a payment or payments which in aggregate exceed the amount of your minimum monthly payment. However, if you do, this does not affect your obligation to pay in full the minimum monthly payment due in any subsequent month. If you do not pay the whole of any minimum monthly payment by its due date each month as set out in your statement of account, you may be liable for a missed payment charge in accordance with this Credit Card Contract.

9.3 ATM deposits

- (a) If you make a deposit at our automatic teller machines we will be responsible for the security of the deposit from the time the deposit is made, however, the amount of your deposit is subject to verification by us. Our count of the funds deposited

is regarded as conclusive evidence of the amount deposited. If there is a difference between the amount of the deposit and the amount written on the deposit slip, we will notify the Account Holder as soon as possible to advise the actual amount that has been credited to the account.

- (b) Cash deposited will not be available for withdrawal until after we have posted the cash amount to the account. Coins must not be included in a deposit payment envelope inserted in an automatic teller machine.
- (c) ATM deposits will be processed on the same day or the following Bank business day. Deposits made at ATMs not located at a branch of the Bank may take longer to be processed.

9.4 How we apply your payments

All payments made to the Card Account will be applied in the following order:

- interest charges incurred to date;
- Bank fees and charges incurred to date;
- government duties, taxes, rates and charges incurred to date;
- Cash Advances and purchases outstanding under Promotion Plans, shown on any statement. If more than one Promotion Plan applies to the Card Account, payment will first be applied to the Promotion Plan having the lowest Annual Percentage Rate, then to the Promotion Plan having the next lowest Annual Percentage Rate and so on, in ascending order. If the same Annual Percentage Rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;
- other purchases shown on any statement;
- other Cash Advances shown on any statement;
- Cash Advances and purchases outstanding under Promotion Plans, not shown on any statement. If more than one Promotion Plan applies to the Card Account, payment will first be applied to the Promotion Plan having the lowest Annual Percentage Rate, then to the Promotion Plan having the next lowest Annual Percentage Rate and so on, in ascending order. If the

same Annual Percentage Rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;

- other purchases not shown on any statement;
- other Cash Advances not shown on any statement.

9.5 Uncleared funds

To protect against fraud, you cannot withdraw the value of deposited cheques until three Bank business days after the deposit has been made. In certain uncommon circumstances, this period may be extended by a further one, or even two, Bank business days.

If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, you will have to reimburse the Bank if the cheque is subsequently dishonoured.

9.6 Default & Acceleration of Amounts Due

- (i) You are in default under the Credit Card contract if:
- you do not pay the whole of any amount due on or before its due date; or
 - you do not comply with any other obligations under the Credit Card Contract; or
 - the Bank believes you gave it false, misleading or deceptive information; or
 - you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.
- (ii) If there is a default pursuant to 9.6(i) of this document, the Bank may require immediate payment of all amounts you owe under this Credit Card Contract (including amounts accrued or charged but not yet debited to your account) that would not otherwise have been immediately payable.
- (iii) Subject to clause 9.7, before we require immediate repayment in full pursuant to clause 9.6(ii), you will be given 30 days written notice to allow you an opportunity to remedy the default. You agree that it does not waive our rights to, at a future point in time, give you a notice and require immediate repayment in full if we:

- (a) fail to give you notice of an event of default when it occurs; or
- (b) give you notice of an event of default but we do not require immediate repayment in full.
- (iv) Westpac may provide your details to one or more credit reporting agencies for the purpose of advising that you have defaulted and/or committed a serious credit infringement. For details of Westpac Privacy policy, please visit westpac.com.au or drop into any branch.

If you are experiencing financial difficulties, please refer to section 9.8 “Hardship” (directly below) or contact Westpac Assist on 1800 067 497.

9.7 Enforcement without Notice

We will not give you notice before commencing enforcement proceedings, including the notice referred to in clause 9.6(iii), in circumstances where the law does not require us to give you notice.

The circumstances where the law may not require us to give you notice include, but are not limited to, circumstances where:

- (i) we believe on reasonable grounds, that we were induced by fraud on your part to enter into this Credit Card Contract;
- (ii) we have made reasonable efforts to locate you but without success; or
- (iii) a court authorises us to commence enforcement proceedings without notice to you.

It is important that you update your contact details with Westpac when they change and ensure they stay current and up to date.

9.8 Hardship

Westpac understands that some situations can bring about financial stress, including illness or injury, changes in employment and pregnancy. To assist our customers who are experiencing financial stress, Westpac provides you access to Westpac Assist.

Westpac Assist is a phone-based service that takes calls from any Westpac customer who feels they are experiencing problems meeting their commitments for any Westpac consumer product (Credit Card, personal loan or mortgage).

A team of Westpac Assist Consultants are on hand to look at your individual circumstances and talk about potential solutions.

These may include:

- Helping to find solutions if you have missed a monthly payment on your Credit Card.
- Discussing possible ways to assist you if you are unable to make your contracted repayments on a home or personal loan.
- Or some other alternative banking arrangements that may be better suited to your circumstances.

Some actions may be handled over the phone, but some may require a visit to a branch for further discussion or to sign and accept changes to account(s). The Westpac Assist team may also suggest to some customers that they contact an independent financial counsellor about their overall financial situation.

You can contact Westpac Assist on 1800 067 497. This service is available Monday to Friday from 8am to 8pm EST. You can find out more about Westpac Assist by visiting westpac.com.au/westpacassist

10.0 Errors/Disputes and Resolutions

10.1 How to report a lost or stolen Card or PIN or unauthorised transactions

(a) What to do

You must immediately notify us if your Card or PIN record is lost or stolen, or you suspect that unauthorised transactions have been made on a Nominated Account(s). We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it at one of our branches and complete certain documentation.

(b) How to tell us

If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the number listed at the front of these Conditions of Use. You may call in at one of our branches in Australia, but we prefer that you telephone us

immediately so that we can put a stop on your Card straight away.

If your Card is MasterCard® or American Express® branded and it is lost or stolen overseas, you may report the loss to:

- MasterCard Global Service (if your Card is a MasterCard Card); or
- American Express Travel Service Office (if your Card is an American Express Card); or
- any financial institution displaying the applicable scheme sign.

If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if you were able to contact us by phone.

You must, however, tell us of the loss or theft of your Card within a reasonable time from the re-establishment of our telephone reporting facilities.

10.2 Investigating and resolving problems

- (a) If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Relations and Support Team. You can also contact our Customer Relations and Support Team:

Telephone: 1300 130 206

Email: Go to our website, www.westpac.com.au and click on 'Contact us' and then click on 'Feedback and Complaints'.

Fax: (02) 9220 4177

Mail: CRST, GPO Box 5265, Sydney NSW 2001.

- (b) If we haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about Banks, Insurers and their related companies. Their contact details are:

Mail: Financial Ombudsman Service,
GPO Box 3, Melbourne VIC 3001

Telephone: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au
Internet: www.fos.org.au

- (c) Please note that we comply with the Electronic Funds Transfer Code of Conduct complaint investigation and resolution procedures in connection with electronic funds transfer transactions to which the Code applies.

11.0 Unauthorised Transactions

11.1 Protecting your Card and PIN

- (a) Because anyone who has your Card and PIN can make transactions on your Nominated Accounts, you must take special care to protect them.
- (b) To protect your Card you must:
- sign it as soon as you receive it;
 - carry it with you whenever you can;
 - regularly check that you still have your Card;
 - not give your Card to anyone else, including a family member or friend.
- (c) If you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your Card.

For example, you must not keep your Card and undisguised PIN together:

- in a wallet, bag or briefcase, even if in different compartments;
 - in your car, even if in different areas of your car;
 - in your office or at home in the same room;
 - in any other situation where your Card and PIN can be found and used.
- (d) To protect your PIN you must:
- try to memorise it;
 - destroy our letter telling you your PIN (if applicable);
 - not write your PIN on your Card, even if it is disguised;

- not keep a record of your PIN with or near your Card;
 - not tell anyone your PIN, including family members, friends and our staff;
 - if you select your own PIN, do not select a number or word that can be easily guessed, such as part of the data imprinted on your Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth;
 - make sure that nobody watches you enter your PIN at Electronic Banking Terminals;
 - never enter your PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
 - be ready to make a transaction when you approach an Electronic Banking Terminal;
 - make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal;
 - notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.
- (e) If you select your own PIN, for security reasons you should endeavour to change it at regular intervals (say, every two years).
- (f) If you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a PIN if you only:
- record it in reverse order;
 - record it as a series of numbers with any of them marked to indicate the PIN;
 - record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
 - record the PIN as a telephone number where

- no other telephone numbers are recorded;
- disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the Electronic Funds Transfer Code of Conduct, where that Code applies, notwithstanding the obligations listed above.

11.2 Liability for unauthorised transactions

11.2.1 Transactions not involving Manual Signature Comparison

This clause 11.2.1 explains the Account Holder's liability for losses resulting from unauthorised transactions which are initiated through Electronic Equipment and do not involve Manual Signature Comparison.

(a) When the Account Holder is not liable

- The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that the User has not contributed to the loss.
- The Account Holder will not be liable for losses resulting from unauthorised transactions that:
 - are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
 - happen before the User receives their Card or receives or selects their PIN, including a replacement or reissued Card or PIN; or
 - happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
 - are made with a Card or PIN that is forged, faulty, expired or cancelled (as applicable); or
 - are the result of the same transaction being incorrectly debited more than once to the same account.

(b) When the Account Holder is liable

- The Account Holder will be liable for losses

resulting from transactions which are carried out by the User, or by another person with the User's knowledge and consent.

- (ii) The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by the User:
 - engaging in fraud; or
 - voluntarily disclosing their PIN to anyone, including a family member or friend; or
 - keeping a record of their PIN;
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - in a way that it could be lost or stolen with their Card; or
 - writing their PIN or a disguised record of their PIN on their Card; or
 - selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
 - acting with extreme carelessness in failing to protect their PIN.
- (iii) The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN becoming known to someone else. The Account Holder's liability will only extend to losses which occur between the time when the User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.
- (iv) The Account Holder will not be liable to pay for:
 - that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Card or any Nominated Account(s);
 - that portion of the losses incurred which exceed the balance of their Nominated Account(s), including any pre-arranged credit;
 - losses incurred on any accounts which the

Account Holder and the Bank had not agreed could be accessed using the Card and PIN.

- (v) The Account Holder's liability is subject to the Bank proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

(c) **When limited liability applies**

The Account Holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the User contributed to the loss. The Account Holder's liability in such cases will be the least of:

- \$150; or
- the balance of the Nominated Account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN

becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

11.2.2 Other unauthorised transactions

The Account Holder will not be liable for losses resulting from unauthorised transactions made on the Card Account, provided the Card Account is in good standing and the User:

- has exercised vigilant care in safeguarding their Card from risk of loss, theft or unauthorised use; and
- immediately and without delay takes reasonable steps to notify us upon discovery of the loss, theft or unauthorised use of their Card, in terms of clause 10.1(a); and
- has not reported two or more incidents of unauthorised use in the preceding 12 months; and
- has complied with the Credit Card Contract.

Notwithstanding the above, the Account Holder will not be liable for losses resulting from unauthorised transactions made on a Nominated Account after we receive notice from the User in terms of clause 10.1(a). Until we receive such notice, the Account Holder may be liable for losses resulting from unauthorised transactions which were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

11.2.3 eCommerce Transactions

If an unauthorised transaction is an eCommerce Transaction and we are notified that the transaction is unauthorised by the due date shown on the Card Account statement, the Account Holder will not be liable for the amount of the transaction.

11.2.4 Where we may not process your claim

In the event you dispute a transaction, Westpac may ask you to provide certain information, complete certain documentation or do certain things, such as make a police report. Where Westpac requests information from you in relation to the disputed transaction, it is expected that you will supply this within 14 days. In cases where you do not provide us with the information we request within 14 days, we may be unable to process your claim and the disputed charge(s) may remain your responsibility.

12.0 Our Responsibilities and Liabilities

12.1 Electronic banking access

- (a) We will maintain electronic banking access to the Nominated Accounts at all times unless:
- an Electronic Banking Terminal malfunctions or is unavailable for use; or
 - a Merchant refuses to accept your Card; or
 - at least one of the accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us.

In any of these circumstances, electronic access to the Nominated Account may be denied or withdrawn without prior notice to you.

- (b) We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using your Card and PIN.

12.2 What happens if an Electronic Banking Terminal does not work?

- (a) We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.
- (b) If you are aware that the Electronic Banking Terminal is unavailable for use or not operating properly, we will only be responsible for correcting the relevant account and refunding any fees or charges.
- (c) We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

13.0 General Information about the Credit Facility

13.1 Suspension, cancellation and termination

- (a)
 - (i) We suspend or cancel your Card at any time without prior notice.
 - (ii) We may terminate the Card Account if you are in default pursuant to clause 9.6(i) of this document.
- (b)
 - (i) You (being the Primary Cardholder) may terminate the Card Account at any time by giving us written notification.
 - (ii) Please refer to clause 3.2(b) for details of how to cancel an additional Card.
- (c) Where:
 - (1) a Card has been suspended, cancelled, or
 - (2) the Card Account has been terminated, you:
 - (i) agree to cut the Card(s) into several pieces and either return them to us, or inform us by telephone that you have destroyed the Card(s) and disposed of the pieces securely;
 - (ii) not be able to access any Nominated Account with the Card(s); and
 - (iii) must cancel any regular payment arrangements which are linked to the Card Account; and
 - (iv) must not use the Card

- (d) Without limiting or waiving our rights under clause 9.6 or 9.7 of this document, if a Card has been suspended or cancelled by us, you must continue to make at least the minimum payment each month until the balance of the Card Account is paid in full. Fees, charges and interest charges will continue to be debited to the Card Account.
- (e) Without limiting or waiving our rights under clause 9.6 or 9.7 of this document, if the Card Account has been terminated, you must immediately pay us the full balance of the account, including (where applicable) any amount reasonably expended by us in collecting payments.
- (f) You will remain liable for transactions debited to the Card Account which were made prior to termination. You will also be liable for regular payment authorities which have not been cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the internet.
- (g) You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of the Credit Card Contract.

13.2 Stopping the Card Account

We may block, or place a stop on, the Card Account if:

- (a) the Card Account is transacted on in such a way that we suspect fraudulent use of your Card, but have been unable to contact you to confirm our suspicions; or
- (b) if you are not following the conditions of use for another consumer credit card account you hold with us.

Where a block or stop is placed on the Card Account or another credit card account you hold with us, you must continue to meet your obligations under these conditions of use (and as relevant under any conditions of use applicable to the other credit card account).

13.3 Variation

We may change these Conditions of Use at any time by notifying the Primary Cardholder in the following manner:

(a) **Changes to the Annual Percentage Rate**

- We may notify you of an increase to the Annual Percentage Rate by written notice no later than the day on which the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.
- Written notice will not be given where we reduce the Annual Percentage Rate that applies to the Card Account.

(b) **Changes to the method of calculation or application of interest charges**

We may notify you of a change in the manner in which interest is calculated or applied (including a change in or the abolition of any interest free period) by giving you written notice no later than 20 days before the change takes effect.

(c) **Changes to credit fees and charges**

- We may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 20 days before the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory where we are increasing the amount of a credit fee or charge or introducing a new credit fee or charge. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.
- Where the change reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(d) **Changes to repayments**

- We may notify you of a change in the amount or frequency or time for payment of or a change in the method of calculation of repayments by giving you written notice no later than 20 days before the change takes effect.

- Where the change reduces repayments or extends time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(e) Cancellation and changes to your credit limit and Cash Advance limit

We may reduce the credit limit, reduce the Cash Advance limit or refuse authorisation of further transactions on your Card Account.

Unless you are in default, we will give you 20 days advance notice in writing of these changes. We will confirm these changes when we send the next statement of your Card Account after the change takes effect.

We may make any of these changes without prior notice if:

- you are in default of these Conditions of Use;
- we believe that use of the Credit Card or Credit Card account may cause loss to you or to us; or
- the Credit Card account has been an inactive account for at least 6 months.

We will confirm these changes when we send the next statement of your Card Account after the change takes effect.

(f) Other Changes

- We may notify you of any other change by giving you written notice no later than 20 days before the change takes effect.

Such changes may include:

- imposing or increasing fees relating solely to your use of a Card and PIN in an Electronic Banking Terminal, or to issuing you with an additional or replacement Card or PIN;
 - increasing your liability for losses relating to electronic funds transfer transactions;
 - imposing, removing or adjusting transaction limits which apply to the use of your Card, an account or Electronic Banking Terminals;
 - variations relating to the earning of Points on your Earth Platinum cards at anytime.
- Where the change reduces your obligations or extends the time for payment, we will advise

you of the change before or when your next statement of account is sent after the change takes effect.

(g) **When advance notice of a change may not be given**

We may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

(h) **Electronic notification**

Where permitted by applicable legislation and industry codes, written notice under this clause 13.3 may be given electronically, i.e. by electronic communication to your nominated electronic address, or by making particulars of changes available at our website: www.westpac.com.au

14.0 Other

14.1 Marketing consent

Members of the Westpac Group would like to be able to contact you, or send you information, regarding other products and services.

If you do not wish to receive this information, please:

- call us on 1300 859 100;
- write to us at GPO Box 3433, Sydney NSW 2001; or
- call in at any Westpac branch.

You do not need to do this if you have already told us that you do not wish to receive information of this sort.

14.2 Change of name or address

You agree to promptly notify us of any change to your name or address. If you fail to notify us of your change of address, you may prejudice your rights under the Credit Card Contract.

14.3 Service fees

We may pay service fees to the person from whom you obtained your application form. If so, the amount of the commission, if ascertainable, and the identity of the person to whom the payment is made are set out in the brochure which accompanied your application form. In particular:

- If you applied for your Card using an application form collected from one of our In-Store locations, we will pay a service fee of \$20 to the proprietor of that In-Store location.

- If you applied for your Card using an application form collected from a Merchant who is participating in our 'Take One' program, we will pay a service fee of \$50 to Pinpoint Pty Ltd.

You can obtain a list of our In-Store locations and Merchants participating in our 'Take One' program by telephoning us using the number listed at the front of these Conditions of Use.

14.4 Certificate of balance

A certificate signed by one of our officers stating the balance of the Card Account will be sufficient evidence of the amount of the Primary Cardholder's liability to us at the date of issuing that certificate.

14.5 Set off – no deduction

If you (being the Primary Cardholder) have money in any account with us (other than the Card Account) we can, but need not, use it to pay amounts owing under the Credit Card Contract. If the Card Account has a positive (credit) balance, we may also use all or part of that balance to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have taken the money will reduce by the amount used for this purpose.

To the maximum extent allowed by law, you give up any right to set off any amounts we owe you (for example, credit balances in your other accounts or any deposit) against amounts you owe under the Credit Card Contract. You will need to pay any money you are required to pay under the Credit Card Contract without deducting amounts you claim are owing to you by us or any other person.

14.6 Exercising our rights

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Conditions of Use at any time, despite any previous failure or delay on our part.

14.7 Governing law

These Conditions of Use are governed by the laws of New South Wales.

14.8 Non-assignment

You may not assign your rights under this contract to another person.

The Bank may transfer this contract to someone else. If the Bank wants to do so it can give anyone all information that privacy laws allow it to give. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.

14.9 Electronic Communication

Where you have provided electronic contact details, and if the law allows it, Westpac may communicate with you electronically. Examples of electronic communication include Westpac sending you emails at an email address you have supplied or a SMS to a mobile number you have provided, or other similar mediums.

14.10 Credit Review

We have the right to review your Card Account from time to time at our sole discretion. You acknowledge that we will provide personal information to one or more credit reporting agencies as permitted by the Privacy Act 1988 (Cth) for each review and that a credit report may be obtained from these credit reporting agencies for the purpose of any such review.

15.0 Points

15.1 How do you earn Points?

- (a) To earn Points, you **must be a member** of the Qantas Frequent Flyer Program **and advise Westpac** of your valid Qantas Frequent Flyer Program membership number. Membership of the Qantas Frequent Flyer Program is subject to the terms and conditions of the Qantas Frequent Flyer Program. A joining fee applies. Please refer to qantas.com/frequentflyer or call the Qantas Frequent Flyer Service Centre on 13 11 31 for more information. All references to earning Points in these Conditions of Use are subject to the above requirements.
- (b) You earn Points whenever goods or services are purchased using your Card or the Card Account. Points are calculated on the number of Australian dollars charged to the Card Account in connection with purchases of goods or services (including any GST payable in respect of the goods or services) from Merchants accepting your Card.
- (c) Every \$1 spent on your Earth Platinum American Express® Card earns you 1.5 Points and every \$1 spent on your Earth Platinum MasterCard® Card earns you 0.5 Points.

- (d) Every \$1 spent on eligible Qantas products or services using your Earth Platinum American Express® Card earns you 2.5 Points and every \$1 spent on eligible Qantas products or services using your Earth Platinum MasterCard® Card earns you 1.5 Points. For current eligible Qantas products and services visit westpac.com.au or call us on 1300 859 100.
- (e) Extra Points are not earned on Qantas Freight, Qantas Staff Travel or goods or services supplied by Qantas Frequent Flyer Program partners or other Qantas Group Companies, unless otherwise agreed between Qantas and Westpac.
- (f) Any purchases made by the Additional Cardholder will earn Points that are credited to the Primary Cardholder's Qantas Frequent Flyer Program membership account in accordance with the conditions set out in this clause 15.0.
- (g) Only whole numbers of Points are awarded. Fraction of Points are not credited.

15.2 How long do you have to use your Points?

The use of your Points, including the life of your Points, will be governed by the terms and conditions of the Qantas Frequent Flyer Program.

15.3 How do you earn additional or extra Points ('Bonus Points')?

You may receive Bonus Points from time to time for using your Card or the Card Account at Earth Bonus Partners to acquire goods or services. You may also receive additional Bonus Points in connection with special promotions offered from time to time by a Bonus Partner. For information on our Bonus Partners visit earth.com.au. A Bonus Partner may cease to be a Bonus Partner and may change from time to time.

We may also change the Points earning rate of particular Bonus Partners at any time.

When Bonus Points are calculated for a purchase transaction:

- no fractions of Bonus Points are awarded
- no Bonus Points are earned on spend amounts less than 50 cents
- Spend amounts between 50 cents and \$1 earn

Bonus Points at the applicable \$1 spend rate

15.4 When don't you earn Points?

- (a) Points are not earned in respect of the following amounts that may be charged to the Card Account:
- government charges (other than GST payable in connection with the purchase of goods or services on which you earn Points);
 - interest and other Bank fees and charges (including any GST payable on any of these);
 - Cash Advances;
 - any spend deemed by Westpac to be for business purposes, which includes, but is not limited to, transactions that relate to the conduct of a business, use of your Card to make purchases that are business-related (including any expenditure of a personal business nature) or use of your Card to purchase goods or services that are not used wholly or predominantly for personal, domestic or household purposes;
 - balance transfers;
 - BPAY payments; i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.
- (b) You do not earn Points if the Card Account is in arrears, is reasonably suspected by Westpac to be operated fraudulently, your Card has been reported lost or stolen or if you do not follow these Conditions of Use.
- (c) You will cease to earn Points if we cancel your Card or the Card Account is terminated for any reason. We may also exercise our discretion to discontinue the earning of Points on goods or services at any time. Points that were earned during the statement cycle when we cancel your Card or the Card Account is terminated, or we discontinue the earning of Points, will be forfeited.
- (d) Where you (or the Additional Cardholder) return any goods or services purchased with your Card, or the Card Account is credited in connection with a disputed transaction, and:
- (i) this occurs within the statement cycle in which the purchase was made, we will adjust your

Points total by deducting any Points which were earned in connection with the original or disputed transaction;

- (ii) this occurs after the statement cycle in which the purchase was made, we will suspend your earning of Points on future purchases of goods or services equivalent to the value of the original or disputed transaction.
- (e) Where the Card Account is credited in connection with a fraudulent transaction, and:
 - (i) Westpac identifies the fraudulent transaction within the statement cycle in which the transaction was made, we will adjust your Points total by deducting any Points which were earned in connection with the original transaction;
 - (ii) Westpac identifies the fraudulent transaction after the statement cycle in which the transaction was made, we will request Qantas to deduct the equivalent amount of Points earned from the transaction from your Qantas Frequent Flyer Program membership account.
- (f) If you do not inform us of your Qantas Frequent Flyer Program membership number the Card Account will not earn Points. To inform us of your Qantas Frequent Flyer Program membership number, call the Platinum Service Line on 1300 859 100.
- (g) If you have opened the Card Account fraudulently.

15.5 How do you keep track of your Points?

- (a) Westpac does not issue separate statements to you in relation to your Points balance. To view your Activity statement online, visit qantas.com/frequentflyer and login to your Qantas Frequent Flyer Program account. If you have any questions in relation to Qantas Frequent Flyer Program statements or Points, please contact the Qantas Frequent Flyer Service Centre on 13 11 31.
- (b) New Points earned during a statement cycle are added to your Points balance on a monthly basis usually within 14 days after your Credit Card statement has been issued.

If you think you are entitled to more Points, you

must contact us with copies of the relevant sale receipts or the Card Account statement showing the transactions for which you believe you are entitled to additional Points no later than six months after the relevant transaction. We investigate all queries and make a final decision in the event of any dispute.

- (c) There is no separate rewards program in association with Earth cards. Therefore, Points are governed by and are subject to the terms and conditions of the Qantas Frequent Flyer Program. Westpac is not responsible for the Qantas Frequent Flyer Program in any way. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer Program, Westpac will not be responsible for the impact this may have on Points earned through use of your Card.
- (d) You are responsible to pay or reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport charges incurred in connection with the receipt of Points.
- (e) We make no express or implied warranty or representation in connection with Points and are not liable for any loss you suffer arising in connection with Points, including loss suffered due to Qantas ceasing its operations.

15.6 Advising your Qantas Frequent Flyer Program membership number

- (a) If you informed us of your Qantas Frequent Flyer Program membership number on your application form, or you do so within four months of us approving your Card, the Card Account will earn Points from the first use of your Card or the Card Account.
- (b) If you do not inform us of your Qantas Frequent Flyer Program membership number within four months of us approving your Card, you will only earn Points for goods or services purchased on your Card or the Card Account from the date you inform us of your Qantas Frequent Flyer Program membership number.

15.7 Variations relating to Points

We may make changes relating to the earning of Points on your Earth Platinum card at any time. You agree that

you are bound by any such change when you (or the Additional Cardholder) first use your Card or the Card Account after we notify you of the change.

Changes may include a change to:

- the way you can earn Points from time to time, including by introducing new ways or changing existing ways of earning Points;
- the number of Points you receive for using your Card;
- Bonus Partners, as set out in clause 15.3;
- the way you earn Points, according to the type of Card used to make a purchase.

We will notify you of variations relating to Points as set out in clause 13.3.

16.0 Statutory Information we are required to give you

Notice we are required to give you 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, 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 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 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 disputes resolution provider is the Financial Ombudsman Service and can be contacted on 1300 780 808, at www.fos.org.au or by writing to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

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

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <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 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 their external dispute resolution 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 external dispute resolution scheme that your credit provider belongs to. 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 credit provider's external dispute resolution 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's External Dispute Resolution Scheme. If you have a complaint which remains unresolved after speaking to 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 at www.fos.org.au or by writing to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

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