

# **Aussie MasterCard® Conditions of Use**

**February 2016**

**Containing terms and conditions for:**

**Aussie MasterCard®**

**Aussie Credit Cards Account Access Online**

**Aussie Credit Cards Account Access by Phone**

**BPAY®**

**Important Notice**

This document does not contain all the pre contractual information required to be given to you.

# welcome

I'm delighted that you have chosen the Aussie MasterCard®.  
Thank you.

At Aussie, we'll do everything we can to make managing your credit card easy, and we look forward to bringing you some great savings.

Please take a few minutes to read this document as it contains important information about your Aussie MasterCard. It forms part of your Credit Card contract, along with the information set out in your Letter of Offer. So it's important that you read it and keep it somewhere safe.

I hope you enjoy the benefits of your Aussie MasterCard.

A handwritten signature in black ink that reads "John Symond". The signature is written in a cursive style with a large, looping initial "J".

Executive Chairman  
Aussie

# **Aussie Credit Cards – contacts**

## **Postal address**

Locked Bag 2905  
Collins Street West VIC 8007

## **For payments**

Locked Bag 3135  
Melbourne, VIC 3001

## **Website**

[www.aussie.com.au/creditcards](http://www.aussie.com.au/creditcards)

## **Cardholder enquiries**

1300 660 841

## **Lost or stolen cards, suspected unauthorised transactions or divulged PINs and passwords**

24 hours a day  
International, 613 8699 6997  
In Australia, 1800 225 731

# Table of Contents

<b>Aussie Credit Cards – contacts</b>	<b>2</b>
<b>part a</b>	
<b>meaning of words</b>	<b>13</b>
<b>the Aussie Credit Card contract</b>	<b>19</b>
<b>the credit limit</b>	<b>20</b>
<b>using the credit card account</b>	<b>22</b>
<b>transactions on your credit card account</b>	<b>24</b>
<b>statements of account</b>	<b>29</b>
<b>making payments to your credit card account</b>	<b>30</b>
<b>processing by us</b>	<b>32</b>
<b>application of payments</b>	<b>35</b>
<b>interest</b>	<b>37</b>
<b>fees and charges</b>	<b>45</b>
<b>commissions and related payments</b>	<b>46</b>
<b>credit card security</b>	<b>46</b>
<b>error or dispute resolution</b>	<b>48</b>
<b>default, cancellation and termination</b>	<b>50</b>
<b>changes to these Conditions of Use and the Letter of Offer</b>	<b>53</b>
<b>privacy and confidentiality</b>	<b>55</b>
<b>general matters</b>	<b>58</b>
<b>part b</b>	
<b>electronic account access Conditions of Use</b>	<b>62</b>
<b>part c</b>	

<b>Information statement</b>	<b>75</b>
<b>general</b>	<b>78</b>

# introduction

The credit card contract governs the operation of the credit card account and your use of a credit card. It is important that you read and understand the credit card contract. The credit card contract is set out in your Letter of Offer and Parts A and B of this booklet.

*Please contact us if you do not understand, or are unsure about any aspect of the credit card contract.*

Part B in this booklet sets out your rights and obligations involving conducting electronic transactions on your account, for example, Aussie Credit Cards Account Access by Phone, Aussie Credit Cards Account Access Online or the purchase of goods or services from a merchant by providing, either over the phone or online, account details to a merchant (or to any other party to whom payment is to be made), either directly or via a third party.

We warrant to comply with the requirements of the ePayments Code which is applicable to all consumer electronic transactions.

Finally, you should also read the Information statement '**Things you should know about your proposed credit contract**' (Part C).

Information on current interest rates, fees and government charges is also available at [aussie.com.au/creditcards](http://aussie.com.au/creditcards) or by calling us on 1300 660 841.

# important things to know about using your Aussie MasterCard

This booklet contains the detailed Conditions of Use relating to your Aussie MasterCard account.

The following summary is designed to highlight some of the important information about your credit card account and to help you identify where to find further details within this booklet. The summary is not a substitute for the terms of Parts A and B of this booklet, which you should still read and understand.

## **Use of your credit card account and associated interest charges**

You can use your credit card account:

- for purchases;
- for cash advances; and
- for balance transfers.

Debits in respect of each of these categories of transactions will be allocated to a different balance. Accordingly, the total outstanding balance on your credit card account at any given time may comprise a purchases balance, a cash advances balance and a standard balance transfers balance. It may also comprise one or more relevant Promotional Plan balances if you have accepted a Promotional Plan offer, including by using the account for a transaction to which a Promotional Plan applies.

We may debit your credit card account for Fees and relevant stamp duty and other government charges, including those related to any of the above transactions, and these fees and charges will be allocated amongst the different transaction balances in the manner described in this booklet.

Except to the extent an interest free period applies to an amount included in the purchases balance:

- we will charge interest on each transaction balance of the credit card account (including on any fees, charges and previously billed interest contained in the transaction balance), on a daily basis – different interest rates may apply to different transaction balances;



- we will generally charge interest on each transaction from the day on which that transaction occurs.

If you have been charged interest in a statement of account, then to stop being charged interest (assuming there are no subsequent transactions on your account after that statement was issued) you need to pay the full Closing Balance for that statement of account by its DUE DATE. Even when you do so, you may still later be billed interest – this is usually the amount of interest charged on the Closing Balance after the statement was issued up to and including the day that you paid the Closing Balance in full. Similar interest charges may appear on subsequent statements of account.

Your monthly statement of account that we send you shows you how much your Closing Balance is and, if applicable, any interest that you have been charged during the relevant statement period. Please read it carefully.

## **Understanding interest and interest free periods**

### *Interest free periods on purchases*

The Aussie MasterCard is offered with interest free periods on purchases of up to 55 days, which is set out in your Letter of Offer.

*You can avoid paying interest on the purchases balance by always paying the full Closing Balance shown on each statement of account by the applicable DUE DATE.*

If you don't pay the full Closing Balance shown on a statement of account by the applicable DUE DATE, the purchases balance will attract interest. This interest will be charged on any amounts in the purchases balance that were debited to your account after the end of the statement period in respect of which you last paid the Closing Balance in full by the applicable DUE DATE, from the time that they were debited. (If you don't pay the full Closing Balance shown on the very first statement of account issued to you by the applicable DUE DATE, interest will be charged on any amounts in the purchases balance that were debited to your account on or after the first day of the credit card contract, from the time that they were debited.)

So, the important thing to do to avoid interest on your purchases balance is to pay the full Closing Balance shown on each statement of account by the applicable DUE DATE.

However, if you miss such a full payment, you may regain the benefit of interest free periods on purchases by paying the full Closing Balance shown on two subsequent consecutive statements of account by each applicable DUE DATE. Once you

pay the full Closing Balance on the first statement of account, we will hold over unbilled interest charges on the purchases balance (other than those referred to below). If you pay the full Closing Balance on the second statement of account, you will not be billed that held interest, and you can avoid further interest on your purchases balance if you continue to pay the full Closing Balance shown on each subsequent statement of account by the applicable DUE DATE.

You will still be billed some interest, calculated for the period after the date of issue of the first statement of account up to and including the payment of the Closing Balance for that statement of account, on the full purchases balance during that period.

If you pay the full Closing Balance on the first statement of account, but don't pay the full Closing Balance on the second statement of account by the applicable DUE DATE, the held interest will appear on your next statement of account (along with any other interest on the purchases balance for the period after the date of issue of that second statement of account).

#### *Cash advances attract interest*

A cash advance (for example, if you take out cash from an ATM and select 'credit' as the account type, or a cash equivalent transaction such as the purchase of gambling chips) will always attract interest.

With cash advances it's important to know that interest will generally be charged from the date of the cash advance and will continue to be charged on the outstanding cash advances balance until you pay off that transaction balance (including any previously billed interest, fees and charges) in full.

You may avoid being charged interest on a cash advance if your credit card account is in credit (by at least the amount of the cash advance) at the time of the cash advance. Your account may be in credit if, for example, you have previously paid more off your account than you owe.

#### *Balance transfers can affect how interest is charged on your credit card account*

A balance transfer is where we provide credit to pay off an outstanding amount on a non-Aussie MasterCard account (such as a credit, charge or store card account), and we have agreed (at your request) to treat the transaction as a balance transfer. In some cases, a promotional interest rate (for example, 2.9% p.a. for 12 months, or 0% p.a. for 6 months) may apply to that balance transfer.

Before requesting a balance transfer, it's important to know that we will generally start charging interest on that balance transfer from the date on which we process it.

A misconception about balance transfers is that a 0% balance transfer means that interest will not be charged on any component of your credit card account. Whilst interest will not be charged on the 0% balance transfer, interest will still be charged in the normal manner on any other debits to your account. For example, interest will be charged on your purchases balance, except to the extent an interest free period applies.

The amount of the 0% balance transfer will be included in the Closing Balance shown on a relevant statement of account. Accordingly, an interest free period will generally not apply in relation to relevant purchases if you do not pay the full Closing Balance (including the 0% balance transfer) for such a statement of account by the applicable DUE DATE.

For further details about how interest is calculated please refer to clauses 21 to 22A of Part A in this booklet.

## **Making payments to your account**

### *Application of payments*

Different interest rates may apply to different transaction balances on your credit card account. When you make a payment, we will apply that payment to amounts outstanding on your account in the order described below.

- A payment is applied first to amounts that appeared on the most recent statement of account issued prior to the payment, and to fees and charges debited to the account after the date of issue of that statement of account and before the payment; and
- Then, to other amounts debited to the account after the date of issue of that statement of account and before the payment.

In each of the above cases, amounts that attract a lower interest rate are paid off in priority to amounts that attract a higher interest rate.

If you have an Instalment Plan, your payments will be applied in a different way, as described in clause 20(c) of Part A in this booklet.

For full details about how payments are applied please refer to clause 20 of Part A in this booklet.

An example is set out below:

1. Assume that the interest rate on purchases is 14% p.a. and the interest rate on cash advances is 19% p.a.
2. You make a purchase of \$500. You then obtain a cash advance of \$100. There are no other transactions on your account.
3. You make a payment of \$100 to your account.

The \$100 payment goes towards repaying the \$500 purchase, not the \$100 cash advance.

#### *Minimum Monthly Payments and other due payments*

The monthly statement of account that we send you shows you how much your Closing Balance is and how much you need to pay as the minimum (being the 'Minimum Monthly Payment' shown on the front of your statement of account plus any overlimit amounts or overdue amounts).

The Minimum Monthly Payment we require from you is generally 2% of the relevant Closing Balance (subject to a minimum of \$25).

This gives you flexibility to manage your credit card account according to your needs, as you can decide whether to pay off the full Closing Balance, the Minimum Monthly Payment (plus any overlimit amounts or overdue amounts) or an amount in between.

If you cannot pay the Closing Balance in full but wish to reduce the amount of interest you are charged, you can pay more than the Minimum Monthly Payment.

## **Fees**

We tell you which fees can apply to your credit card account in your Letter of Offer, and you can also find these at [aussie.com.au/credit-card/using/feescharges.htm](http://aussie.com.au/credit-card/using/feescharges.htm).

Some of the key fees you need to know are below:

### *Annual Fees*

These fees are charged to your account each year. Sometimes, you will see more than one fee charged on your statement of account, for example if there is an additional cardholder on your account.

### *Fees that apply when you do something, or request us to do something for you*

We provide you with services on your credit card account and sometimes there are fees for doing so. The most common service fees are:

- Cash Advance Fees
- Overseas Transaction Fees
- Late Payment Fees
- Overlimit Fees

You can avoid some of these fees:

*You can avoid Late Payment Fees by paying the Minimum Monthly Payment shown on your statement of account by the DUE DATE, as well as paying any overlimit amounts or overdue amounts*

- We have convenient services available to you that make it easy to make your minimum payment on time such as CardPay Direct – please ask us for details.

*You can avoid Overlimit Fees by staying within your approved credit limit*

- We tell you what your credit limit is on your Letter of Offer, and it's also shown on your monthly statement of account
- Sometimes you might have a transaction that temporarily causes you to exceed your credit limit. In this situation, we want to help you avoid embarrassing moments such as being declined while purchasing your groceries. Where you and the transaction which would exceed your credit limit satisfy our criteria, we will provide you with a convenient service to cover your payment needs – we call this service an Informal Overlimit facility. An Overlimit Fee will be charged for this service.

### **Check your statement of account carefully – have you received the goods or services you've been charged for?**

Please check your statement of account carefully. If you don't recognise a transaction, or if you have not received the goods or services you've paid for, you may be entitled to have that transaction reversed.

You must notify us immediately. If you raise a query about a transaction more than 75 days after it was made we may not be able to assist you as MasterCard® provide rules and timeframes for action on your behalf. In some cases, such as where the ePayments Code applies, these time limits may not apply.

Please refer to clause 13 of Part A in this booklet for more information.

## **Additional Cardholders**

If you have an additional cardholder on your account please be aware that you (the primary cardholder) are responsible for all transactions made on your credit card account, including those of the additional cardholder. The credit card contract also governs the use by the additional cardholder of the account and associated credit card.

Please refer to clause 4 of Part A in this booklet for more information.

## **Changes that we can make to your credit card contract**

This booklet tells you how we'll notify you about changes to your credit card contract. There are some changes that we'll tell you about in advance.

If we change the way we calculate interest or introduce a new fee or charge, we'll tell you in advance. This gives you time to understand how the change may affect you and to discuss the change with us if you require more information.

There are other instances where we will make a change and tell you about it on the day that the change takes effect. For example, if we change an interest rate we may tell you about it by advertising the change in a major newspaper and also tell you about the change on your next statement of account.

Please refer to clause 33 of Part A in this booklet for more information.

## **If your card is ever lost or stolen please tell us immediately**

We hope it never happens to you but if your credit card is ever lost or stolen, or if you believe your credit card account or account details have been or may have been used by someone else without your authority, then you must tell us immediately.

This helps protect you as much as possible from any loss or liability. We have invested in protecting your account from misuse, but you need to treat your credit card and your personal information carefully at all times.

Please refer to clause 27 of Part A in this booklet for more information.

# part a

## meaning of words

The following definitions apply throughout these Conditions of Use unless the context requires otherwise:

**'account'** means any Aussie Credit Card account;

**'account holder'** means the person in whose name the credit card account has been opened;

**'additional cardholder'** means a person nominated by you to be issued with a credit card in relation to the credit card account;

**'annual percentage rate'** means each of:

- (a) the purchases annual percentage rate;
- (b) the cash advances annual percentage rate;
- (c) the standard balance transfers annual percentage rate; and
- (d) each relevant Promotional Plan annual percentage rate;

**'Aussie'** means AHL Investments Pty Ltd ABN 27 105 265 861;

**'Aussie Credit Card'** means a credit card issued by us to you for use on your Aussie MasterCard credit card account;

**'Aussie MasterCard'** means Aussie Credit Card;

**'balance transfer'** means where funds are credited to another account (for example, a credit, charge or store card account) held by you or a third party which is not an Aussie MasterCard account and we have notified you prior to the funds being credited that we will treat that crediting of funds as a balance transfer, and includes the amount of such funds (and any related amount charged by the recipient of the funds in connection with the crediting of the funds);

**'business day'** means any day from Monday to Friday on which we are open for business anywhere in Australia;

**'Buy Now Pay Later plan'** is a promotional offer that requires no repayment of credit provided, and where no interest is charged on credit provided, for a specified period;

**'cash advance'** means a debit to the credit card account:

- (a) which results in you receiving actual cash (whether at a bank or other financial institution, or via electronic equipment or by other means and whether in Australian currency or in a foreign currency);

- (b) where the funds are used to purchase 'cash equivalent' items or substitutes including, but not limited to, traveller's cheques, money orders, wire transfers or international money transfers, or for transactions for gambling or gaming purposes;
- (c) where the funds are used to purchase, or load value on, a pre-paid or stored-value card or facility;
- (d) where the funds are used to pay a bill at a bank branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- (e) where the funds are used by you to make payment to a person who does not accept credit payments from the credit card account. This may include payments through the BPAY® Scheme, Aussie Credit Cards Account Access Online and Aussie Credit Cards Account Access by Phone;
- (f) where the funds are used for a transaction which is identified to us by the relevant merchant or any intermediary financial institution as constituting a cash advance; or
- (g) where the funds are credited to any other account held by you or a third party with us or another financial institution or to another Aussie Credit Card account, except where the crediting of funds constitutes a balance transfer or purchase,

and which we do not treat as a purchase, and includes the amount of such cash or funds (and any related amount charged by the merchant, financial institution, biller or other recipient of the funds in connection with the provision of cash or use of funds).

We are only able to determine whether to treat a transaction you make with a merchant on your credit card account as a purchase or a cash advance, based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be treated as cash advances under paragraph (f), even though such transactions do not fall within any of the other paragraphs above. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. This may also occur where a merchant otherwise identifies a transaction as a cash advance.



You should note that a relevant debit will be treated as a cash advance even if the credit card account is in credit. However, the credit may subsequently be applied to reduce the cash advances balance and, as a consequence, the interest charged in respect of the cash advance (see clause 20(f));

**'cash advances annual percentage rate'** means the annual percentage interest rate identified as relating to cash advances in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 33;

**'cash advances balance'** has the meaning given in clause 22.2(a), as modified or adjusted (if applicable) by these Conditions of Use;

**'chip'** means the electronic microchip embedded in a credit card;

**'Closing Balance'** means, in relation to a statement period, the outstanding balance on the credit card account as at the close of the statement period (and, for the avoidance of doubt, includes the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period);

**'credit card'** means an Aussie Credit Card;

**'credit card account'** means the account set out in the Letter of Offer or any other account opened in accordance with this credit card contract, for example, if your credit card is lost or stolen (see clause 27(d));

**'credit card contract'** means the Letter of Offer and Parts A and B of these Conditions of Use;

**'DUE DATE'** means, in relation to a statement period, the date identified as such in the statement of account for that statement period;

**'Fees'** means the fees and charges set out in your Letter of Offer or the terms and conditions of a relevant Promotional Plan, the enforcement expenses referred to in clause 29(c) and any other fees subsequently notified to or agreed with you in accordance with clause 33, excluding all interest charges, stamp duty and other government charges;

**'GST'** means GST as defined in the GST Law;

**'GST Law'** means the A New Tax System (Goods and Services Tax) Act 1999 (GST Act);

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

**'Informal Overlimit amount'** means an amount we provide under clause 2(c);

**'Instalment Plan'** is a promotional offer that sets a fixed instalment (payment) on an agreed amount for a specified period;

**'Instalment Plan and Buy Now Pay Later plan balances'** means, at any given time, the total of all amounts outstanding on the credit card contract as at that time forming part of any relevant Promotional Plan balance that relates to an Instalment Plan or Buy Now Pay Later plan, excluding any instalments that, under the terms of an Instalment Plan, are due for payment during the statement period in which that time occurs (and, if that time is at the close of a statement period, any instalments that, under the terms of an Instalment Plan, become due for payment during the next statement period);

**'Letter of Offer'** means the letter we send to you offering a particular credit card account;

**'minimum repayment warning'** is a legislative requirement and appears on every statement of account. It gives you an idea of:

- (a) how long you may take to pay off the Closing Balance and an estimate of how much interest may be charged by making only the 'Minimum Monthly Payment' or an equivalent amount shown in the warning each month; and
- (b) how much you may need to pay in order to repay the Closing Balance in around 2 years, including an estimate of how much interest you will be charged and how much interest you may save (compared to only making the Minimum Monthly Payment or an equivalent amount shown in the warning) by repaying the Closing Balance in this time;

**'overdue amount'** means, in relation to a statement period, any unpaid part of the 'Minimum Monthly Payment' for the statement of account in relation to any previous statement period;

**'overlimit amount'** means the amount by which, at any time, the outstanding balance on the credit card account (including any Informal Overlimit amount) exceeds the approved credit limit;

**'PIN'** means personal identification number, that is, the code of numbers that you use with your credit card through electronic equipment;

**'Promotional Plan'** means:

- (a) an Instalment Plan;
- (b) a Buy Now Pay Later plan;

- (c) any other plan identified as a promotional plan to you by us before you agreed to the terms and conditions of that plan; or
- (d) any other plan in respect of which certain transactions are charged interest on a daily basis by applying a daily percentage rate other than a relevant daily percentage rate (but which may nevertheless be equivalent in rate to a relevant daily percentage rate), or are not charged interest, for a specified period (other than as a result of the operation of clause 22.1(b));

**‘purchase’** means:

- (a) a purchase of goods or services (other than one falling within any of paragraphs (b) to (f) of the definition of cash advance); or
- (b) any other use of your credit card account treated by us as a purchase (which may include anything falling within any of paragraphs (b) to (f) of the definition of cash advance),

and includes the amount of such purchase or other use (and any related amount charged by the merchant in connection with the purchase or other use);

**‘purchases annual percentage rate’** means the annual percentage interest rate identified as relating to purchases (other than purchases in respect of which debits continue to be charged interest at a relevant Promotional Plan annual percentage rate (or continue not to be charged interest) in accordance with the terms and conditions of a relevant Promotional Plan) in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 33;

**‘purchases balance’** has the meaning given in clause 22.1(a), as modified or adjusted (if applicable) by these Conditions of Use;

**‘relevant daily percentage rate’** means:

- (a) the purchases annual percentage rate;
- (b) the cash advances annual percentage rate; or
- (c) the standard balance transfers annual percentage rate,

in each case, divided by 365;

**‘relevant Promotional Plan annual percentage rate’** means the annual percentage interest rate identified in your Letter of Offer or the terms and conditions of the relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 33 as applying to particular transactions the subject of a Promotional Plan;

**'relevant Promotional Plan daily percentage rate'** means, in relation to a relevant Promotional Plan balance, the current relevant Promotional Plan annual percentage rate applicable to that relevant Promotional Plan balance divided by 365;

**'relevant Promotional Plan balance'** has the meaning given in clause 22A.2(a);

**'Specific Fees'** means, when used in clause 22.2(a), 22.3(a) or 22A.2(a), any Fees expressly identified in your Letter of Offer or the terms and conditions of a relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 33 as forming part of the relevant transaction balance (howsoever described) to which that clause relates;

**'Specific Stamp Duty and Charges'** means, when used in clause 22.2(a), 22.3(a) or 22A.2(a), any stamp duty and other government charges expressly identified in your Letter of Offer or the terms and conditions of a relevant Promotional Plan or subsequently notified to or agreed with you in accordance with clause 33 as forming part of the relevant transaction balance (howsoever described) to which that clause relates;

**'standard balance transfers annual percentage rate'** means the annual percentage interest rate identified as relating to standard balance transfers (howsoever described) in your Letter of Offer or subsequently notified to or agreed with you in accordance with clause 33;

**'standard balance transfers balance'** has the meaning given in clause 22.3(a), as modified or adjusted (if applicable) by these Conditions of Use;

**'statement of account'** means, in relation to a particular statement period, the statement issued by us pursuant to clause 14;

**'statement period'** means a period determined by us not exceeding 40 days, commencing from the start of the credit card contract or, if later, the day after the end of the previous statement period;

**'Tax'** or **'Taxes'** include:

- (a) any tax, levy, impost, deduction, charge, rate, withholding or duty by whatever name called levied, imposed or assessed (including, without limitation, withholding tax, employment taxes, land tax, property tax, excise duties, customs duties, goods and services tax, value added tax, sales tax, consumption tax, stamp duty and transaction duties or any similar impost imposed or levied); and

- (b) any interest, penalty, charge, fine or fee or other amount of any kind assessed, charged or imposed on or in respect of the above;

**'transaction'** means any purchase, cash advance or balance transfer;

**'transaction balance'** means:

- (a) the purchases balance;
- (b) the cash advances balance;
- (c) the standard balance transfers balance; or
- (d) a relevant Promotional Plan balance,

of the credit card account;

**'we'** or **'us'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns, and **'our'** has a corresponding meaning;

**'you'** means the person in whose name the credit card account has been opened and, where relevant, also means each additional cardholder, and **'your'** has a corresponding meaning.

# the Aussie Credit Card contract

## (1) Agreeing to the terms of the credit card contract

We are the credit provider for this credit card contract. You accept our offer to provide credit on the terms and conditions in the credit card contract when the credit card account is first used or by doing anything else described in the Letter of Offer as indicating your acceptance.

### Opening an account

#### (1.1) Identification

Federal Government legislation requires us to verify the identity of all account holders, signatories and agents. Any account holders, signatories and agents must satisfactorily complete our Customer Identification Process.

# the credit limit

## (2) The Credit Limit

- (a) Your credit limit is set out in the Letter of Offer. The account holder can ask us to increase or decrease the credit limit at any time. We are not required to agree to any request to increase the credit limit. We are not required to agree to any request to decrease the credit limit if the decrease would result in the outstanding balance on the credit card account exceeding your credit limit.
- (b) From time to time, there may be a debit made to your credit card account which, if processed, would temporarily result in the outstanding balance on the credit card account exceeding your credit limit. We have an Informal Overlimit service to help you in these circumstances.
- (c) When a debit is initiated which, if processed, would result in the outstanding balance on the credit card account temporarily exceeding your credit limit, you make a request for an Informal Overlimit amount. We will consider your request for an Informal Overlimit amount and, if both the debit and the account holder satisfy our credit criteria for Informal Overlimit amounts, we will allow the debit to be processed as an Informal Overlimit amount, on the following terms:
- interest will be charged on the Informal Overlimit amount (and all related interest charges, Fees, stamp duty and other government charges) pursuant to clause 22.1, 22.2, 22.3 or 22A.2, depending upon whether the Informal Overlimit amount (and the related interest charges, Fees, stamp duty and other government charges) form part of:
    - the purchases balance of the credit card account;
    - the cash advances balance of the credit card account;
    - the standard balance transfers balance of the credit card account; or
    - any relevant Promotional Plan balance of the credit card account;
  - an Overlimit Fee will be charged (refer to your Letter of Offer for details);

- the Informal Overlimit amount, any interest on that amount and any Overlimit Fees will be debited to your credit card account; and
  - you must repay the Informal Overlimit amount on the earlier of:
    - the time shown for payment of 'Overdue/Overlimit' amount on the next statement of account after the Informal Overlimit amount is debited to your credit card account; and
    - the day that is 60 days after the day on which the Informal Overlimit amount is debited to your credit card account.
- (d) By processing a debit as an Informal Overlimit amount, we are not increasing the account holder's credit limit.
- (e) For the purposes of determining whether a debit would, if processed, result in the outstanding balance on the credit card account temporarily exceeding your credit limit, we will take account of any positive (credit) balance on the credit card account before the relevant debit is processed (that is, the amount of the debit will effectively be applied against such credit, and only the excess will contribute to the outstanding balance on the credit card account).
- (f) If you want to avoid exceeding your credit limit, you should ask us:
- how to have us decline transactions you initiate that will take you over your credit limit - please note that this service is not available for all transaction types (for example, it is not available for a transaction that is not electronically authorised such as a purchase that is manually debited to your credit card account if EFTPOS is not available). Please call us on 1300 660 841 if you would like this service;
  - about ways in which you can monitor the outstanding balance on your credit card account; or
  - if you have longer-term, ongoing borrowing needs, suggestions for how to manage your credit limit or for information about other products that may better suit your needs.

# using the credit card account

## **(3) How you can use the credit card account**

- (a) The credit card account must be used wholly and exclusively for your private and domestic use.
- (b) You must not use the credit card account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.

## **(4) Allowing use by others**

- (a) We may issue an additional credit card to any person the account holder nominates, provided that person is over the age of 16 years.
- (b) The account holder is responsible to us for the operation by an additional cardholder of the credit card account and any other account linked to the credit card account. If an additional cardholder does not comply with the credit card contract, the account holder will be liable to us. The account holder should therefore ensure that each additional cardholder receives a copy of the credit card contract and reads and understands it.
- (c) The account holder acknowledges and agrees that any additional cardholder can:
  - (i) operate the credit card account in the same way that an account holder can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive an additional credit card); and
  - (ii) obtain information about the credit card account in accordance with the law and with any authorisation given by the account holder. For example, certain authorisations are given by the account holder when the application form is signed.
- (d) An account holder can cancel an additional card by calling us. We will only cancel the additional card when the account holder has returned it to us or has taken all reasonable steps to return it to us.

## **(5) Credit card acceptance**

- (a) A credit card will normally be honoured by financial institutions and merchants displaying the appropriate credit



card symbol. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the credit card.

- (b) The price the merchant charges for goods and services purchased using the credit card account may vary from the price a merchant charges for the same goods and services purchased with cash.
- (c) Unless required to do so by law we do not accept any liability:
  - (i) if any financial institution or merchant displaying a credit card symbol refuses to accept or honour a credit card; and
  - (ii) for goods or services purchased with a credit card.
- (d) Any complaints about goods or services purchased with a credit card must be resolved directly with the merchant concerned.
- (e) Although the design of this card has been extensively tested, it may not function in some ATMs, self-service pumps or similar devices. If you encounter any difficulty using your card, please call (03) 8699 6997 or 1800 225 731.

## **(6) Credit card validity and expiry**

For security reasons, your credit card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid dates' shown on the credit card. Further, you must ensure that as soon as any credit card issued in relation to the credit card account expires, it is destroyed, by cutting it (including any chip on the card) diagonally in half.

## **(7) Using your credit card for foreign currency amounts**

All purchases, cash advances and other amounts to be debited to the credit card account that are incurred in a currency other than Australian dollars will be converted into Australian dollars by MasterCard International Incorporated. Where an amount is incurred:

- (i) in United States dollars – it will be converted into Australian dollars; and
- (ii) in another currency – it will first be converted into United States dollars and then converted to Australian dollars,

using conversion rates set in accordance with MasterCard International Incorporated's Rules as at the date of conversion.

MasterCard determines the method of converting foreign currency amounts. In most cases, the conversion rate or rates applied to refunds of those amounts will be different to the conversion rate or rates applied to the original conversion of the amount into Australian dollars.

## **transactions on your credit card account**

### **(8) Transactions on your credit card account**

- (a) The account holder agrees that we can debit the credit card account with all transactions authorised by you. Transactions can be authorised by you by:
  - (i) using your credit card, alone or together with your PIN, in conjunction with any electronic equipment;
  - (ii) presenting your credit card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction;
  - (iii) providing the credit card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or online;
  - (iv) transferring funds electronically using Aussie Credit Cards Account Access Online or Aussie Credit Cards Account Access by Phone; or
  - (v) any other means accepted by us.
- (b) You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- (c) When you authorise a transaction:
  - (i) you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the amount paid for the goods or services obtained, or the amount of the cash advance;
  - (ii) the account holder is agreeing to pay (in Australian dollars) the amount of that transaction; and

- (iii) you agree that we provide you with credit equal to the amount of the transaction on the date on which you make the transaction.

## **(9) Anti-Money Laundering and Sanctions**

- (a) You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:
  - (i) may breach any laws or regulations in Australia or any other country;
  - (ii) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
  - (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.
- (b) You must provide all information to us which we reasonably require in order to manage anti-money laundering or counterterrorism financing and economic and trade sanctions risk or to comply with any laws in Australia or any other country.
- (c) You agree that we may disclose any information concerning yourself to:
  - (i) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
  - (ii) any correspondent we use to make the payment for the purpose of compliance with any such law or regulation.
- (d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into the credit card contract.
- (e) You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

## **(10) Cash advances**

- (a) You can obtain cash advances using your credit card. A minimum amount for a cash advance may apply.

- (b) We may impose limits on the amount you can withdraw by way of a cash advance. Any limit on the amount of a cash advance will be advised prior to or at the time the request for a cash advance is made.
- (c) You may be required to produce suitable identification when requesting a cash advance.

### **(11) Authorisations**

- (a) Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the credit card account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).
- (b) Once the authorisation is obtained, it will reduce the amount of available funds in the credit card account. If the purchase or other transaction is not completed, the amount of available funds in the credit card account may continue to be reduced for up to six business days after the authorisation is obtained.

### **(12) Recurring transactions and other standing authorities**

- (a) You can, at any time, authorise another person or company (merchant) to transact on the credit card account.
- (b) To cancel such an authority, you must notify the merchant in writing at least 15 days before the next transaction is due to be processed. Until you cancel the authority, the merchant is entitled to request us to debit the credit card account and we are obliged to process any request in the ordinary course. If the merchant does not comply with your request to cancel the authority, you must send us a copy of your correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf according to the procedure in clause 13.
- (c) In some circumstances, if your credit card account number changes (for example, if your credit card account is closed or your credit card is lost or stolen), or your credit card is cancelled, and you fail to provide alternative payment details (for example, your new credit card account number) to the merchant, we may stop processing the transactions, after giving notice to the merchant, and this may cause the merchant to stop providing the goods and services.

## **(12A) Refunds and reversals**

- (a) A credit in respect of:
- (i) a refund for goods returned to a merchant or for services cancelled by agreement with a merchant; or
  - (ii) a reversal of a transaction by a merchant (for example, where the transaction was effected by the merchant in error),

will generally be processed to the credit card account on the date on which we receive notification from the merchant or any relevant intermediary financial institution that the relevant credit is to be applied to the credit card account.

- (b) The credit for the refund or reversal will, unless we agree otherwise, be applied to reduce:
- (i) first, amounts forming part of the transaction balance identified from the information provided to us by the merchant and any relevant intermediary financial institution in connection with the refund or reversal; and
  - (ii) then, if there is any part of the credit remaining, amounts forming part of another transaction balance we choose, and so on until there is no part of the credit, or no outstanding amounts on the credit card account, remaining.

In each case, we will apply that credit in the following order:

- (iii) first, to reduce amounts that appeared on the most recent statement of account issued prior to the date assigned to the credit; and
  - (iv) secondly, to reduce amounts debited to the credit card account on or before that date that have not appeared on a statement of account.
- (c) Any part of the credit remaining after application in accordance with paragraph (b) will be dealt with in accordance with clause 20(f) (as if the credit referred to in clause 20(f) were that part).

## **(13) Disputing a transaction**

- (a) You may be entitled to reverse (chargeback) a transaction where you have a dispute with a merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or services you paid for.
- (b) You must notify us if you believe you are entitled to reverse a transaction. If we are satisfied after investigation that you are entitled to reverse all or part of a transaction, we will credit

the credit card account with the relevant part of the amount of the relevant transaction.

- (c) The credit for the reversal will, unless we agree otherwise, be applied to reduce:
  - (i) first, amounts forming part of the transaction balance to which the relevant transaction amount was initially debited; and
  - (ii) then, if there is any part of the credit remaining, amounts forming part of another transaction balance we choose, and so on until there is no part of the credit, or no outstanding amounts on the credit card account, remaining.

In each case, we will apply that credit in the following order:

- (iii) first, to reduce amounts that appeared on the most recent statement of account issued prior to the date assigned to the credit; and
  - (iv) secondly, to reduce amounts debited to the credit card account on or before that date that have not appeared on a statement of account.
- (d) Any part of the credit remaining after application in accordance with paragraph (c) will be dealt with in accordance with clause 20(f) (as if the credit referred to in clause 20(f) were that part).
  - (e) You should notify us immediately of a disputed transaction. MasterCard scheme operating rules impose time limits after the expiry of which we are not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the date the disputed transaction was processed by the merchant, but some time limits are longer. In some cases where the ePayments Code applies, the time limits may not apply. If you do not notify us in time, we may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review carefully your statements of account. We are not responsible for any loss to you if you do not ask us to reverse a transaction within an applicable time limit.
  - (f) You are not able to reverse a transaction authenticated using MasterCard SecureCode unless we are liable as provided in your Electronic Account Access Conditions of Use.

# statements of account

## **(14) When will the account holder receive a statement of account?**

- (a) We will issue a statement of account to the account holder in respect of each statement period unless:
  - (i) at the end of the statement period the outstanding balance on the credit card account is less than \$10 (or any other limit prescribed by law) and no amounts have been entered on the credit card account since the previous statement period (other than debits for government charges or duties on receipts or withdrawals);
  - (ii) the account holder has been in default during the statement period and for the last two (2) statement periods and we have determined not to provide, and have not provided, further credit;
  - (iii) the account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
  - (iv) we are otherwise excused from sending the account holder a statement of account by law.
- (b) For the purposes of this clause 14, a credit card account with a positive (credit) balance at the close of the statement period will be deemed to be an account with an outstanding balance of less than \$10.

## **(15) What will appear on the statement of account?**

- (a) The statement of account will detail all amounts debited or credited to the credit card account during the statement period, including any refunds or reversals or payments made as well as any interest charges, Fees, stamp duty and other government charges debited to the credit card account.
- (b) The statement of account will also include a minimum repayment warning. This information is intended as a guide only and you should always refer to the payment details contained in the 'Payment Summary' box on your statement of account.

- (c) The statement of account will always be expressed in Australian dollars and must be settled in Australia with Australian dollars.
- (d) The account holder should check each statement of account carefully once it is received and immediately notify us of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of our dispute resolution procedure is set out in clause 28 and the procedure to dispute a particular transaction is set out in clause 13.

# **making payments to your credit card account**

## **(16) Repayment obligations**

The statement of account shows how much the account holder must pay to us and when those amounts are payable.

### **(16.1) Amounts payable immediately**

- (a) The greater of:
  - (i) overlimit amounts; and
  - (ii) overdue amounts,will be shown on statements of account as being payable immediately, and the account holder must pay that amount accordingly.
- (b) The amount shown on the relevant statement of account as being immediately payable may, at our discretion, also include the full amount (or any part thereof) of any enforcement expenses referred to in clause 29(c).

### **(16.2) Amounts payable by the DUE DATE**

#### **What amounts are payable by the DUE DATE?**

- (a) The account holder must pay the 'Minimum Monthly Payment' shown on each statement of account by the DUE DATE in that statement of account. This is in addition to any amount shown on the statement of account as being payable immediately. Additional payments can also be made towards the 'Closing Balance' shown on the statement of account.



**How is the 'Minimum Monthly Payment' calculated for statements of account that do not include relevant Promotional Plan balances?**

- (b) Subject to paragraph (c), the 'Minimum Monthly Payment' for a particular statement of account that does not include relevant Promotional Plan balances, generally comprises (and will not exceed) the amount (rounded up to the nearest dollar) that is equal to:
- (i) if the Closing Balance less any overdue amounts exceeds the credit limit – 2% of the credit limit;
  - (ii) otherwise – 2% of the Closing Balance.
- (c) However, if the amount calculated in accordance with the above is \$25 or less, the 'Minimum Monthly Payment' will be the lesser of \$25 and the Closing Balance.

**How is the 'Minimum Monthly Payment' calculated for statements of account that include relevant Promotional Plan balances?**

- (d) Subject to paragraph (e), the 'Minimum Monthly Payment' for a statement of account in respect of a particular statement period, where that statement of account includes relevant Promotional Plan balances, generally comprises (and will not exceed):
- (i) any instalments that, under the terms of an Instalment Plan, become due to be paid during the next statement period; plus
  - (ii) the amount (rounded up to the nearest dollar) that is equal to:
    - (A) if the Closing Balance less any overdue amounts exceeds the credit limit, and the aggregate of all relevant Promotional Plan balances does not exceed the credit limit – 2% of the amount that is equal to the credit limit after deducting:
      - (1) the amount (if any) referred to in paragraph (i), and any instalments that, under the terms of an Instalment Plan, were due to be paid previously and remain outstanding; and
      - (2) the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period;
    - (B) otherwise – 2% of the amount that is equal to the Closing Balance after deducting the amounts referred to in paragraphs (ii)(A)(1) and (2).

- (e) However, if the amount calculated in accordance with the above is \$25 or less, the 'Minimum Monthly Payment' will generally be (and will not exceed) the lesser of:
  - (i) \$25; and
  - (ii) the Closing Balance less the Instalment Plan and Buy Now Pay Later plan balances as at the close of that statement period (if any).

### **How is the DUE DATE determined?**

- (f) Unless advised to the contrary by us in your Letter of Offer or accompanying materials or otherwise in accordance with clause 33, the DUE DATE in respect of each statement period is 25 days after the end of the statement period. If the DUE DATE would fall on a day that is not a business day, the DUE DATE will be the next business day.

### **(17) How to make payments to the credit card account**

- (a) You can only make payments to the credit card account:
  - (i) by making payment using BPAY®;
  - (ii) by sending a cheque drawn on an Australian financial institution or money order to the address at the front of this booklet (we will not accept cheques drawn on a foreign financial institution); or
  - (iii) in any other way we agree with you.
- (b) A reversal or refund of charges to the credit card account will not be treated as a payment to the credit card account, except to the extent that we decide otherwise.

## **processing by us**

### **(18) When interest and other debits/credits will be applied to the credit card account**

#### **What dates are assigned to debits and credits other than interest charges?**

- (a) Subject to paragraph (e) and clause 19, we may assign any date we consider appropriate to any debit (other than an interest charge) or credit to the credit card account, and the debit or credit will be taken to have been made and have effect accordingly, but:

- (i) in the case of a debit relating to a transaction, that date must not be earlier than the date on which the relevant transaction occurred; and
- (ii) in the case of any debit, for the purposes of determining the amount of a transaction balance on which interest charges are calculated that date must not be earlier than the first day of the statement period for the statement of account on which the debit first appears.

If we do this we may make consequential adjustments (for example, to interest charges).

### **What dates are assigned to interest charges?**

- (b) Subject to paragraph (e), interest charges in respect of a particular day during a statement period for the credit card account will generally be debited to the credit card account as at the last day of that statement period.
- (c) If we are not yet able at the end of a statement period to determine whether an interest free period will apply to a debit forming part of the purchases balance in respect of a particular day in that statement period, then the interest charges on that debit in respect of that day will be debited to the credit card account as at the last day of the next statement period (if at all).
- (d) Interest charges debited to the credit card account as at the last day of a particular statement period will not form part of any outstanding daily transaction balance for that day for the purposes of calculating interest charges on the credit card account.

### **What adjustments may we make?**

- (e) We may subsequently adjust a debit or credit to the credit card account so as to accurately reflect the legal obligations of us and the account holder (for example, because of an error, a dishonour of a cheque or a resolution against the account holder of a dispute). If we do this we may make consequential adjustments (for example, to interest charges, so that interest charges debited to the credit card account in respect of a particular statement period may include adjustments relating to prior statement periods). In each case, any relevant transaction balance will be taken to have been adjusted accordingly.

## **When do we process debits and credits?**

- (f) We may process debits and credits in respect of a particular day in any order we see fit. This means that the order of processing debits and credits on a day may vary from the order in which the transactions or other matters to which those debits and credits relate occur or are notified to us on that day.

## **(19) When payments are considered to be made**

### **What are the general rules regarding payments?**

- (a) Payments will not be treated as made until the date on which those payments are applied to the credit card account in the ordinary course of business. The following rules generally apply:
  - (i) Subject to paragraphs (b) and (c), if the payment is made by mail, it will be credited to the credit card account by us on the date of receipt. You should allow a suitable amount of time for the mail to reach us.
  - (ii) BPAY® or Pay Anyone transfers from another Aussie Credit Card made via Aussie Credit Cards Account Access by Phone or Aussie Credit Cards Account Access Online will be credited, where possible, to your account on the same day as they are made, provided your instructions are received prior to the relevant cut off time, Monday to Friday (excluding non-business days) – currently 6pm Melbourne time for BPAY® transfers, and 8pm Melbourne time for Pay Anyone transfers. Payments made after these times will, where possible, be credited as at the following business day. Payments made to your credit card account are subject to the cut off time of the financial institution from which payment is being made.

### **What specific rules apply to non-cash payments?**

- (b) If you seek to make a payment by cheque or other non-cash means, we may defer crediting the relevant amount to the credit card account until three working days after the date the payment is sought to be made, being the general time for funds to be cleared.
- (c) We may, at our discretion, credit the relevant amount to the credit card account prior to the time referred to in paragraph (b). We will advise you if the cheque or other non-cash payment is subsequently dishonoured. If this occurs, we will treat payment of the relevant amount as having been reversed and clause 20(g) will apply.

# application of payments

## (20) How payments are applied

### How will we apply payments generally?

- (a) Subject to clauses 19 and 20(c), and unless we otherwise agree with the account holder, we will apply a payment to pay off:
- (i) first, the amounts that appeared on the most recent statement of account issued prior to that payment, and any Fees, stamp duty and other government charges debited to the credit card account on or before the date of that payment that have not appeared on a statement of account; and
  - (ii) secondly, any other amounts debited to the credit card account on or before the date of that payment that have not appeared on a statement of account.

In each case, we will apply a payment to pay off relevant amounts in the following order:

- (iii) first, to pay off (in the order we choose) any relevant amounts to which the lowest, or equal lowest, annual percentage rate applies; and
- (iv) then, if there is any part of the payment remaining, to pay off (in the order we choose) any relevant amounts to which the next lowest, or equal lowest, annual percentage rate applies, and so on until all relevant amounts have been paid off,

and if the same annual percentage rate applies to all of the relevant amounts, we will apply the payment towards paying off those amounts in the order we choose.

- (b) For the purposes of paragraph (a), in determining the annual percentage rate that applies to a particular amount, we assume that clause 22.1(b) does not apply and that interest will be charged on the whole purchases balance.

### How will we apply payments for credit card accounts that include Instalment Plan and Buy Now Pay Later plan balances or due instalments?

- (c) Subject to clause 19, and unless we otherwise agree with the account holder, where at the date of a payment the credit card account includes Instalment Plan and Buy Now

Pay Later plan balances or any instalments that, under the terms of an Instalment Plan, are due to be paid during the statement period in which that payment occurs, we will apply that payment to pay off:

- (i) first, any such instalments;
- (ii) secondly, any other amounts that appeared on the most recent statement of account issued prior to that payment, and any Fees, stamp duty and other government charges debited to the credit card account on or before the date of that payment that have not appeared on a statement of account (excluding any amount forming part of the Instalment Plan and Buy Now Pay Later plan balances as at the close of the statement period to which that most recent statement of account relates or the date of that payment, as applicable);
- (iii) thirdly, any other amounts debited to the credit card account on or before the date of that payment that have not appeared on a statement of account (excluding any amount forming part of the Instalment Plan and Buy Now Pay Later plan balances as at the date of that payment); and
- (iv) finally, any amount forming part of the Instalment Plan and Buy Now Pay Later plan balances as at the date of that payment.

In each case, we will apply that payment to pay off relevant amounts in the following order:

- (v) first, to pay off (in the order we choose) any relevant amounts to which the lowest, or equal lowest, annual percentage rate applies; and
- (vi) then, if there is any part of the payment remaining, to pay off (in the order we choose) any relevant amounts to which the next lowest, or equal lowest, annual percentage rate applies, and so on until all relevant amounts have been paid off,

and if the same annual percentage rate applies to all of the relevant amounts, we will apply the payment towards paying off those amounts in the order we choose.

- (d) For the purposes of paragraph (c), in determining the annual percentage rate that applies to a particular amount, we assume that clause 22.1(b) does not apply and that interest will be charged on the whole purchases balance.

## **How will we apply overpayments?**

- (e) Any part of a payment remaining after application of the payment in accordance with paragraph (a) or (c) (as applicable) will be allocated as a credit towards the credit card account.
- (f) We will apply such credit to reduce debits in respect of transaction balances of the credit card account as they arise. Where debits arise in respect of two or more transaction balances on the same day, we may decide how any available credit will be applied among those transaction balances.

## **Can I reverse a payment?**

- (g) Where we, in our discretion, agree to reverse a payment, the amounts to which the payment was applied will be reinstated, and any relevant transaction balance will be taken to have been adjusted accordingly.

# **interest**

## **(21) Provisions regarding charging of interest**

- (a) Clause 22 explains how we generally charge interest on credit card accounts.
- (b) In relation to credit card accounts that include any outstanding amounts to which a Promotional Plan currently applies or has previously applied, clause 22 must be read in conjunction with clause 22A. Together, these clauses explain how we charge interest on such credit card accounts.

## **(22) How interest is generally charged on credit card accounts**

### **Overview of charging of interest**

- (a) The outstanding balance on the credit card account may include any of the following transaction balances:
  - (i) the purchases balance;
  - (ii) the cash advances balance; and
  - (iii) the standard balance transfers balance.

Each such transaction balance may comprise a combination of principal (that is, credit provided in respect of a purchase, cash advance or balance transfer), Fees, stamp duty and other government charges and interest charges, as described in greater detail in clauses 22.1(a), 22.2(a) and 22.3(a).

- (b) In relation to each such transaction balance, this clause 22 explains:
- (i) what amounts interest is charged on;
  - (ii) when interest is not charged (if applicable); and
  - (iii) how interest is calculated.

### **From when is interest charged, if it applies?**

- (c) Clause 18 explains how we apply debits or credits to the credit card account and assign dates to them, and how we may subsequently make adjustments to them. This includes for the purposes of determining a relevant transaction balance at any time and accordingly calculating and charging interest.

### **When is interest debited, if it applies?**

- (d) Interest charges in respect of a statement period are generally debited to the credit card account as at the last day of the statement period. However, the calculation of the interest charges for that statement period does not include those interest charges themselves.
- (e) If we are not yet able at the end of a statement period to determine whether an interest free period will apply to a debit forming part of the purchases balance in respect of a particular day in that statement period, then the interest charges on that debit in respect of that day will be debited to the credit card account as at the last day of the next statement period (if at all). Again, the calculation of the interest charges for that next statement period does not include those interest charges themselves.
- (f) Clauses 18(a) and 18(e) explain how we may make adjustments to debits or credits to the credit card account to account for interest charges in respect of a debit as from the date assigned by us to it.

## **(22.1) Interest charges on the purchases balance**

### **What is interest charged on?**

- (a) Subject to paragraph (b), we charge interest on the following amounts. The total amount outstanding on the credit card account at any time in respect of the following amounts is referred to as the **'purchases balance'**.
- (i) Credit provided in respect of purchases.
  - (ii) Fees debited to the credit card account, other than Specific Fees referred to in clauses 22.2(a)(ii) and 22.3(a)(ii) (**'general fees'**).



- (iii) Stamp duty and other government charges debited to the credit card account, other than Specific Stamp Duty and Charges referred to in clauses 22.2(a)(iii) and 22.3(a)(iii) (**'general charges'**).
- (iv) Interest charges debited to the credit card account in respect of purchases, general fees or general charges.
- (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the credit card account.

### **When is interest not charged?**

- (b) We will not charge interest on the relevant part of the purchases balance of the credit card account in the circumstances described below.
  - (i) In general, we will not charge interest on the purchases balance if you pay the full Closing Balance shown on each statement of account by the applicable DUE DATE.
  - (ii) Specifically, subject to paragraph (iii), we will not charge interest on a particular debit forming part of the purchases balance (including credit provided in respect of a purchase, a general fee, a general charge, or an interest charge) if you pay by each applicable DUE DATE the full Closing Balance:
    - (A) shown on the most recent statement of account (if any) (**'the initial paid statement'**) issued before that debit first appeared on a statement of account; and
    - (B) shown on the statement of account on which that debit first appears.
  - (iii) If you did not pay by the applicable DUE DATE the full Closing Balance shown on the last statement of account (if any) issued before an initial paid statement, paragraph (ii) will not apply to a debit made to the credit card account during the period commencing immediately after the end of the statement period to which the initial paid statement relates up to and including the date on which you paid the full Closing Balance shown on the initial paid statement, in respect of each relevant day during that period.

### **How is interest calculated, if it applies?**

- (c) Subject to paragraph (b), the interest we charge on the purchases balance is charged on a daily basis, and is calculated by applying the current purchases daily percentage rate (being the current purchases annual

percentage rate divided by 365) to the relevant part of the account holder's purchases balance as at the end of the relevant day.

## **(22.2) Interest charges on the cash advances balance**

### **What is interest charged on?**

- (a) We charge interest on the following amounts. The total amount outstanding on the credit card account at any time in respect of the following amounts is referred to as the **'cash advances balance'**.
- (i) Credit provided in respect of cash advances.
  - (ii) Fees debited to the credit card account that are Cash Advance Fees, Overseas Transaction Fees related to cash advances, or other relevant Specific Fees.
  - (iii) Relevant Specific Stamp Duty and Charges debited to the credit card account.
  - (iv) Interest charges debited to the credit card account in respect of cash advances, fees referred to in paragraph (ii) or relevant Specific Stamp Duty and Charges.
  - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the credit card account.
- (b) There is no interest free period for any debit forming part of the cash advances balance.

### **How is interest calculated?**

- (c) The interest we charge on the cash advances balance is charged on a daily basis, and is calculated by applying the current cash advances daily percentage rate (being the current cash advances annual percentage rate divided by 365) to the account holder's cash advances balance as at the end of the relevant day.

## **(22.3) Interest charges on the standard balance transfers balance**

### **What is interest charged on?**

- (a) We charge interest on the following amounts. The total amount outstanding on the credit card account at any time in respect of the following amounts is referred to as the **'standard balance transfers balance'**.
- (i) Credit provided in respect of balance transfers.
  - (ii) Relevant Specific Fees debited to the credit card account.

- (iii) Relevant Specific Stamp Duty and Charges debited to the credit card account.
  - (iv) Interest charges debited to the credit card account in respect of balance transfers, relevant Specific Fees or relevant Specific Stamp Duty and Charges.
  - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the credit card account.
- (b) There is no interest free period for any debit forming part of the standard balance transfers balance.

### **How is interest calculated?**

- (c) The interest we charge on the standard balance transfers balance is charged on a daily basis, and is calculated by applying the current standard balance transfers daily percentage rate (being the current standard balance transfers annual percentage rate divided by 365) to the account holder's standard balance transfers balance as at the end of the relevant day.

### **(22A) How interest is charged on credit card accounts that include any outstanding amounts relating to a Promotional Plan**

- (a) This clause 22A, together with clause 22, explains how we charge interest in relation to a credit card account that includes any outstanding amounts to which a Promotional Plan currently applies or has previously applied.
- (b) The outstanding balance on such a credit card account may include one or more relevant Promotional Plan balances (as described in clause 22A.2(a) below), in addition to the purchases balance, the cash advances balance and the standard balance transfers balance. Each such transaction balance may comprise a combination of principal (that is, credit provided in respect of a purchase, cash advance or balance transfer), Fees, stamp duty and other government charges and interest charges, as described in greater detail in clauses 22.1(a), 22.2(a), 22.3(a) and 22A.2(a).

### **(22A.1) Interest charges on the purchases balance, the cash advances balance and the standard balance transfers balance**

Clause 22 continues to apply in relation to the charging of interest on the purchases balance, the cash advances balance and the standard balance transfers balance, but subject to the following modifications:

- (a) Each of the purchases balance (and as applicable any general fees and general charges forming part of the purchases balance), the cash advances balance and the standard balance transfers balance at any given time:
  - (i) excludes any amounts that form part of any relevant Promotional Plan balance; and
  - (ii) includes any expired promotional transaction amounts, as determined under Clause 22A.2(d), that have been allocated to the applicable transaction balance under the terms and conditions of the relevant Promotional Plan and that are outstanding on the credit card account at the relevant time. As a result, interest is charged under clauses 22.1, 22.2 and 22.3, as applicable, on the relevant expired promotional transaction amounts, and clauses 22.1(a)(iv), 22.2(a)(iv) and 22.3(a)(iv), as applicable, apply on the basis that they include a reference to interest charges debited to the credit card account in respect of the relevant expired promotional transaction amounts (and clauses 22.1(a)(v), 22.2(a)(v) and 22.3(a)(v) also apply accordingly).
- (b) For the purposes of clause 22.1(b), the Closing Balance is taken to be a reference to the Closing Balance shown on the relevant statement of account less the Instalment Plan and Buy Now Pay Later plan balances (if any) as at the close of the relevant statement period. (The effect of this is that the Instalment Plan and Buy Now Pay Later plan balances are deducted from the amount you need to pay by the DUE DATE for a statement period in order to be eligible for an interest free period on the relevant part of the purchases balance.)
- (c) For the purposes of clause 22.1(b)(ii), an expired promotional amount will be included as an amount on which interest may not be charged if the requirements of that clause are met in respect of that amount. For this purpose, the first statement of account issued after the date that the amount becomes an expired promotional transaction amount and on which that amount appears will be treated as the first statement of account on which that amount appears.
- (d) For the purposes of clause 22.1(b)(iii), a debit in respect of an expired promotional amount will be deemed to have been made to the credit card account on the date that the amount becomes an expired promotional transaction amount.

## **(22A.2) Interest charges on relevant Promotional Plan balances**

### **What is interest charged on?**

- (a) We charge interest on the following amounts in respect of each Promotional Plan, except where interest is not charged under the terms and conditions of the relevant Promotional Plan. The total amount outstanding on the credit card account relating to a Promotional Plan at any time in respect of the following amounts is referred to as a **'relevant Promotional Plan balance'**.
- (i) Credit provided in respect of transactions which, in accordance with the terms and conditions of the relevant Promotional Plan, continues being charged interest at the relevant Promotional Plan annual percentage rate or continues not being charged interest (**'relevant Promotional Plan transactions'**).
  - (ii) Relevant Specific Fees debited to the credit card account.
  - (iii) Relevant Specific Stamp Duty and Charges debited to the credit card account.
  - (iv) Interest charges (if any) debited to the credit card account in respect of the relevant Promotional Plan transactions, relevant Specific Fees or relevant Specific Stamp Duty and Charges.
  - (v) Interest charges in respect of the above interest, and also interest charges in respect of other interest referred to in this paragraph (v), debited to the credit card account.

To avoid doubt, from the time that an amount becomes an expired promotional transaction amount under clause 22A.2(c), that amount is no longer treated as forming part of any relevant Promotional Plan balance.

- (b) Except where interest is not charged under the terms and conditions of the relevant Promotional Plan, there is no interest free period for any debit forming part of a relevant Promotional Plan balance.

### **What are expired promotional transaction amounts?**

- (c) Credit provided in respect of a transaction to which a Promotional Plan applies is initially charged interest (if any) under this clause 22A.2. However, the terms and conditions of the relevant Promotional Plan will specify:

- (i) the circumstances in which that credit ceases being charged interest at the relevant Promotional Plan annual percentage rate or ceases not being charged interest; and
- (ii) where this occurs, the transaction balance or transaction balances (howsoever described in those terms and conditions, which may be by reference to an annual percentage rate or a type of transaction) to which that credit and associated amounts will then be allocated.

Unless we agree to apply a further Promotional Plan to that credit and associated amounts, we charge interest on that credit and associated amounts under clause 22.1, 22.2 or 22.3, as applicable according to the transaction balance or transaction balances to which they are allocated under the terms and conditions of the relevant Promotional Plan, and as modified by clause 22A.1. We refer to that credit and associated amounts as '**expired promotional transaction amounts**'.

- (d) Specifically, each of the following is an expired promotional transaction amount:
  - (i) credit provided in respect of a transaction to which a Promotional Plan applies where, under the terms and conditions of the relevant Promotional Plan, that credit has ceased being charged interest at the relevant Promotional Plan annual percentage rate or has ceased not being charged interest ('**expired promotional transaction**');
  - (ii) Fees relating to an expired promotional transaction that formed part of the relevant Promotional Plan balance before the transaction became an expired promotional transaction;
  - (iii) stamp duty and other government charges relating to an expired promotional transaction that formed part of the relevant Promotional Plan balance before the transaction became an expired promotional transaction;
  - (iv) interest in respect of any of the above that was charged before the related transaction became an expired promotional transaction; and
  - (v) interest in respect of the above interest, and interest in respect of other interest referred to in this paragraph (v), that was charged before the related transaction became an expired promotional transaction.

To avoid doubt, the amounts in paragraphs (ii) to (v) are treated as expired promotional transaction amounts only from the time that the related transaction becomes an expired promotional transaction or, if later, the time that the relevant amount is debited to the credit card account.

### **How is interest calculated, if it applies?**

- (e) The interest (if any) we charge on each relevant Promotional Plan balance is charged on a daily basis, and is calculated by applying the relevant Promotional Plan daily percentage rate to that relevant Promotional Plan balance of the credit card account as at the end of the relevant day.

### **Charging and debiting of interest, if it applies**

- (f) Clauses 22(c), (d) and (f) apply to each relevant Promotional Plan balance and related interest charges (if any).

## **fees and charges**

### **(23) Credit fees and charges**

- (a) We reserve the right to charge the credit card account with fees and charges for the provision and operation of the credit card account. The fees and charges applicable to the credit card account are those shown in the Letter of Offer and are also available at [aussie.com.au/credit-card/using/feescharges](http://aussie.com.au/credit-card/using/feescharges), as varied from time to time.
- (b) We are irrevocably authorised to debit any annual or monthly fee for operating the credit card account or any Promotional Plan established on that account and any extra service fees (if applicable). Details of the annual or monthly fee and any extra service fees are disclosed in the Letter of Offer and may be varied from time to time. The annual or monthly fee and extra service fees will be debited to the credit card account on the first statement of account after acceptance of the credit card contract or on the first statement of account after any later acceptance of the extra service fees and after that annually in advance until the credit card account is closed and is paid in full (except where the Letter of Offer otherwise provides). No refund of these fees is payable when the credit card account is closed.
- (c) We are also irrevocably authorised to debit any interest, fee or charge applicable to the credit card account.

- (d) The statement of account will detail all fees and charges applied to the credit card account during the relevant statement period.

#### **(24) Government fees and charges**

- (a) Any Taxes or other charges incurred in connection with receipts or withdrawals made to or from your credit card account, or in relation to any supply made to you by us, will be payable by you, and we are irrevocably authorised to debit an amount equivalent to any such Taxes or other charges to your credit card account.
- (b) Where, for GST purposes, we make or are deemed to make any supply to you on which GST is chargeable, you must pay to us, in addition to any GST-exclusive consideration for the relevant supply, an additional amount equal to the GST chargeable on that supply. Such additional amount is treated as a Tax for the purposes of this credit card contract and paragraph (a) above and shall be debited from your credit card account by us as set out above.

## **commissions and related payments**

#### **(25) Amounts that may be included in the purchase**

Various amounts of commissions, fees and charges may be paid to or by us when you use your credit card or accept any Promotional Plans. These include an amount which may be received by us from a merchant or a merchant's bank for us paying debts incurred by you. This amount is unascertainable at the time of entering the credit card contract.

## **credit card security**

#### **(26) Keeping your credit card and PIN secure**

The security of your credit card is very important. If you fail to observe the following security requirements you may increase the account holder's liability for any unauthorised use of the credit card. You must:

- (i) sign the back of your credit card immediately upon receipt;



- (ii) on the expiry date destroy your credit card by cutting it (including any chip on the card) diagonally in half;
- (iii) not let anyone else use your credit card;
- (iv) take reasonable steps to protect your credit card from loss or theft; and
- (v) notify us immediately you become aware that your credit card has been lost or stolen, or your credit card or the credit card account details (for example, the number and expiry date of your credit card) have been used by someone else without your authority.

**The Electronic Account Access Conditions of Use in Part B set out additional security requirements in relation to electronic access processes, including your card, password and PIN.**

**(27) What happens if your credit card is lost or stolen**

- (a) You must make a report to us immediately that you become aware that:
  - (i) your credit card has or may have been lost or stolen; or
  - (ii) your credit card or the credit card account details (for example, your credit card number and expiry date) have or may have been used by someone else without your authority.
- (b) The best way to make the report is to call us on the telephone numbers listed at the front of this booklet. Alternatively, or if our telephone reporting service is unavailable, you should report the loss or theft to any financial institution displaying the MasterCard credit card symbol. When a telephone report is made, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- (c) If you report that a credit card has been lost or stolen, or the credit card account details have been used by someone else without your authority, the credit card will be cancelled as soon as the report is made. This means that you must not use the credit card once the report is made. For example, if the credit card has been reported lost or stolen and you find it after making the report, you must not use the credit card. You must destroy the credit card by cutting it (including any chip on the card) diagonally in half and return it to us as soon as possible.

- (d) We may:
- (i) issue the account holder with a new credit card account and replacement credit card(s); and
  - (ii) transfer the amount outstanding, Promotional Plans, any processed transactions, existing CardPay Direct and recurring transaction arrangements on the closed credit card account to the account holder's new credit card account.
- (e) This credit card contract, including any Promotional Plan terms and conditions, will apply to your new credit card account and replacement credit card(s).
- (f) The account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by us, but the account holder's liability will not exceed \$150. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of your credit card or the unauthorised use of the credit card account details, the account holder may be liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred before the report is received by us.

**This liability does not apply to transactions involving the use of an electronic access process, including your card and PIN. You should read the Electronic Account Access Conditions of Use in Part B to understand your liability in the event of unauthorised use of an electronic access process, including your card, password and PIN.**

## **error or dispute resolution**

### **(28) Our dispute resolution procedure**

#### **Making a complaint**

If we make a mistake, or our service doesn't meet your expectations, we want to know.

For the fastest possible resolution to your complaint call us on 1800 334 600 or send a letter to:

- **Mail:** ANZ Complaint Resolution Centre  
Locked Bag 4050  
South Melbourne, VIC 3205

Most often we will be able to solve the problem on the spot. If it can't be resolved promptly our specialist complaints team will take responsibility and work with you to fix the matter quickly.

Our aim is to resolve the complaint within five business days.

If this is not possible, we will keep you informed on the progress of your matter and how long we expect it will take to resolve your complaint.

### **ANZ Customer Advocate**

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

- **Contact details:** ANZ Customer Advocate  
833 Collins Street  
Melbourne VIC 3008
- **Telephone:** +61 3 8654 1000
- **Email:** customeradvocate@anz.com

### **Financial Services Dispute Resolution Schemes**

If you are not satisfied with the steps taken by us to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

- **Mail:** Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001
- **Telephone:** 1300 780 808
- **Fax:** +61 3 9613 6399
- **Internet:** <http://www.fos.org.au/>

**The Electronic Account Access Conditions of Use in Part B contain further information on what to do in circumstances when you believe that there has been an error involving an electronic access process, including your card, password and PIN.**

# default, cancellation and termination

## **(29) Default**

- (a) The account holder is in default under the credit card contract if you have not met any of your obligations under this credit card contract. If the account holder is in default under the credit card contract, or if we believe on reasonable grounds that you induced us to enter into the credit card contract by fraudulent misrepresentation, the outstanding balance on the credit card account, including in respect of any Promotional Plans, will, at our option, become immediately due and payable to us and the credit card(s) relating to this credit card contract will be cancelled, by us giving the account holder notice in accordance with any applicable law. If the account holder is in default under the credit card contract, the account holder will also be in default under any other credit contracts that the account holder has with us.
- (b) The account holder undertakes to return or arrange for the return of the account holder's credit card and any additional credit cards immediately upon the account holder being notified that the outstanding balance on the credit card account has become due and payable.
- (c) Any reasonable amount reasonably incurred or expended by us in exercising our rights in relation to the credit card account arising from any default (including expenses incurred by the use of our staff and facilities) are enforcement expenses and become immediately payable by the account holder. We may debit the credit card account for such amounts without notice.
- (d) Upon payment to us, in accordance with this clause, of all amounts owing on the credit card account, the agreement governing the operation of the credit card account will be terminated without the need for any further notice.

## **(30) Cancellation and Reduction in Credit Limits by us**

- (a) Credit cards remain our property at all times.
- (b) We reserve the right to cancel a credit card or credit card account, reduce the credit limit, reduce the cash advance limit or refuse authorisation of further transactions on any credit card account at any time:

- (i) without prior notice if:
  - (A) we believe that use of the credit card or the credit card account may cause loss to you or us. Unless you are in default, we notify you of any reduction in your credit limit or cash advance limit (if applicable) as soon as practicable after deciding to do so.
  - (B) the credit card account is an inactive account;
  - (C) the credit limit has been exceeded or a repayment is overdue (Note that we may elect not to cancel a credit card or credit card account or refuse authorisation of a transaction for these reasons but the fact that we have elected not to do so on one or more previous occasions does not stop us from taking these actions);
  - (D) in our reasonable view you have tampered with, misused or allowed any other person to use your credit card or credit card account; or
- (ii) upon giving you not less than three months written notice.

If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

- (c) If the credit card account has a positive (credit) balance when the credit card account is closed, we will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).
- (d) We will not cancel any individual credit card(s) or credit card account without good reason. We reserve the right to cancel any credit card at any time without prior notice if the credit card account has been closed.

### **(31) Cancellation by you**

- (a) The account holder may close the credit card account at any time by making a telephone request to us for closure of the credit card account. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.
- (b) The account holder may request us to cancel any credit card linked to the credit card account (including any additional card) at any time by telephone.

We will only cancel the credit card when the account holder has returned it to us cut diagonally in half (including any chip on the card) or has taken all reasonable steps to return it to us.

- (c) Telephone requests can be made by telephoning the numbers listed at the front of this booklet. Written requests should be mailed to the postal address at the front of this booklet.
- (d) If the credit card account has a positive (credit) balance when the credit card account is closed, we will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

### **(32) What happens when a credit card has been cancelled or the authorisation of transactions is refused?**

#### **(32.1) When a credit card has been cancelled**

- (a) When we cancel a credit card or we receive instructions from you to cancel a credit card:
  - (i) we will write to confirm cancellation details with the account holder; and
  - (ii) the credit card must not be used and must be returned to us cut diagonally in half (including any chip on the card).
- (b) The account holder:
  - (i) is responsible for the use of any credit card (including every additional card) and of the credit card account until all credit cards (including every additional card) are returned to us cut diagonally in half (including any chip on the card) or until the account holder has taken all reasonable steps to return the card(s) to us;
  - (ii) is responsible for any transactions (as well as related interest charges, Fees, stamp duty and other government charges) debited to the credit card account in accordance with any recurring transaction request or standing authority or any other authorised link to the credit card account from Aussie Credit Cards Account Access Online and Aussie Credit Cards Account Access by Phone until the request or authority is cancelled in accordance with the credit card contract; and
  - (iii) must continue to make payments to the credit card account in accordance with the credit card contract.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause (12) for other important information regarding recurring transactions and other standing authorities.

### **(32.2) What happens when we refuse to authorise transactions?**

- (a) If we refuse to authorise transactions under clause 30(b)(i)(C), we will not advise you of this in writing and the credit card must not be used until all outstanding payments have been made and/or your account has been brought back within the credit limit.

We will otherwise write to advise you how you can reinstate your card.

- (b) The account holder:
- (i) is responsible for any transactions debited to the credit card account in accordance with any recurring transaction request or standing authority or any other authorised link to the credit card account from Aussie Credit Cards Account Access Online and Aussie Credit Cards Account Access by Phone until the request or authority is cancelled in accordance with the credit card contract; and
  - (ii) must continue to make payments to the credit card account in accordance with the credit card contract.
- (c) Any recurring transaction request or standing authority given by you to other parties such as monthly debits for life insurance, Wine Club etc must be cancelled directly by you with the other party. You should provide new payment details to the party if you want to continue to make payment in this way. See clause (12) for other important information regarding recurring transactions and other standing authorities.

## **changes to these Conditions of Use and the Letter of Offer**

### **(33) Variation of the credit card contract**

We may at any time change any term of the credit card contract by giving the account holder notice as follows. This clause is subject to any requirements under the Electronic Account Access Conditions of Use, contained in Part B.

### **(33.1) Annual percentage rate changes**

- (a) We will notify the account holder of an increase in any annual percentage rate no later than the day on which the increase takes effect by:
  - (i) a notice on, or with a statement of account; or
  - (ii) an advertisement in a newspaper circulating throughout each State and Territory of Australia.
- (b) If we notify the account holder by press advertisement we will confirm the increase before or when the next statement of account is sent after the increase has taken effect.
- (c) Where we reduce any annual percentage rate we will notify the account holder before or when the next statement of account is sent after the change takes effect.

### **(33.2) Changes to the way in which interest is calculated or applied**

We will notify the account holder in writing at least 30 days before a change takes effect if we change the manner in which interest is calculated or applied (including a change in or abolition of any interest free period) or the frequency with which it is debited or credited to the credit card account (unless the change reduces the account holder's obligations).

### **(33.3) Repayment changes**

- (a) We will notify the account holder in writing at least 30 days before a change takes effect if we change the amount, frequency, time for payment of or the method of calculation of repayments.
- (b) However, where the change reduces the obligations of the account holder or extends the time for payment under this credit card contract we will notify the account holder before or when the next statement of account is sent after the change takes effect.

### **(33.4) Changes to credit fees and charges**

- (a) If we increase the amount of a credit fee or charge, or change the frequency or time for payment of a credit fee or charge we will give the account holder at least 30 days written notice before the change takes effect. This notice may be given by an advertisement in a newspaper circulating throughout each State and Territory of Australia. If we notify the account holder by a press advertisement we will confirm the change before or when the next statement of account is sent after the change takes effect.



- (b) If we reduce or abolish a credit fee or charge or extend the time for payment of a credit fee or charge we will notify the account holder before or when the next statement of account is sent after the change takes effect.
- (c) If we introduce a new credit fee or charge we will, at least 30 days before the new credit fee or charge is introduced, notify the account holder in writing of the change.

### **(33.5) Other changes made by us**

For all other changes we make to the credit card contract, we will give the account holder written notice of the change at least 30 days before the change takes effect, unless the change reduces the account holder's obligations or extends time for payments. In this case, we will notify the account holder before or when the next statement of account is sent after the change takes effect.

### **(33.6) Other changes made by agreement**

Any change to this credit card contract other than a change made by us in accordance with clauses (33.1) to (33.5) cannot be made except by agreement by the account holder and us.

# **privacy and confidentiality**

## **(34) Privacy and confidentiality**

We will collect and use information about you during the course of your relationship with us. We explain below when and how we or Aussie may collect, use and disclose this information.

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

### **(34.1) Collection, use and disclosure of information**

We or Aussie may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable us or Aussie to provide a product or service;
- to tell you about other products or services that may be of interest to you;

- to assist in arrangements with other organisations in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against Aussie or us and/or to manage any legal action involving Aussie or us;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

#### **(34.2) Absence of relevant information**

If you do not provide some or all of the information requested, you may not be able to be provided with a product or service.

#### **(34.3) Information required by law etc.**

We may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in our Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

#### **(34.4) Providing your information to others**

Your information will be exchanged between us and Aussie for the purposes listed in clause 34.1 and for the purposes specified in this clause. We or Aussie may provide your information to:

- any related entity of us which may use the information to: carry out our functions and activities; promote our own products and services; assess your application for one of our products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with us or Aussie to jointly offer products and/or has an alliance with us or Aussie to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them

or us or Aussie to: provide you with products or services; and/or promote a product or service;

- any agent, contractor or service provider we engage to carry out or assist our functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists us to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties we are authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to us;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone us on the numbers listed at the front of this booklet to withdraw your consent.

We may disclose information to recipients (including service providers and our related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in our Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **(34.5) Credit reporting**

We may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting,

including the name and contact details of these credit reporting bodies, when we may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call us on the numbers listed at the front of this booklet.

### **(34.6) Our Privacy Policy**

Our Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which we may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that we have breached the Privacy Act or an applicable code and how we will deal with those matters.

### **(34.7) Collecting sensitive information**

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

### **(34.8) Personal information you provide about someone else**

If you give us personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by us in connection with your dealings with us.

## **general matters**

### **(35) Code of Banking Practice**

If you are an individual or a small business (as defined by the Code of Banking Practice) we are bound by the Code of Banking Practice when we provide products and services to you.

### **(36) If you are in financial difficulty**

You should inform us as soon as possible if you are in financial difficulty. If you have a credit card or other loan account with us, we will, with your agreement, try and help you overcome your

difficulties with your facility, including for example, developing a repayment plan.

### **(37) Credit card reissue and replacement**

At any time, we may issue a new credit card to you, provided the account holder has not previously requested us to revoke this authority. If your credit card becomes faulty or damaged, the account holder may order a replacement card by telephoning the numbers listed at the front of this booklet. All such credit cards are subject to the credit card contract. We reserve the right not to reissue a credit card to you.

### **(38) Inactive accounts**

If the credit card account is an inactive account and has a positive (credit) balance, we may, if we do not close the credit card account in accordance with these Conditions of Use, hold the credit balance for you in a separate account until such time as the account holder claims those funds or we are required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

### **(39) Certificate of outstanding balance**

A letter signed by us, stating the outstanding balance on the credit card account, will be prima facie evidence of the amount of the account holder's liability to us at the date of the certificate. This letter may not include transactions, charges (including fees), refunds or payments that have not been processed by us at the time the letter is prepared.

### **(40) Change of personal details**

#### **(40.1) Change of name or address**

- (a) You must notify us of any change of name or address (or both) as soon as possible, by:
  - (i) mailing details of the changes to the address listed at the front of this booklet; or
  - (ii) advising the call centre by phone on the number listed at the front of this booklet of the details of the change (change of address only).
- (b) We will not accept a post office box address as a valid residential address for you.

## **(40.2) Change of primary phone number or email address**

If you have provided us with a phone number or email address, you must notify us of any change to your phone number or email address (or both) as soon as possible, by:

- (a) mailing details of the changes to the address listed at the front of this booklet; or
- (b) advising the call centre by phone on the number listed at the front of this booklet of the details of any change.

## **(40A) Short Message Service (SMS) and Email for Card and Electronic Account Access Security**

- (a) By providing a mobile phone number or email address, you agree that we may send SMS or email messages to your nominated mobile phone or email account for card security purposes, including to verify or seek further information about transactions on your credit card account.
- (b) We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS or email messages.

## **(41) Force majeure**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the credit card contract, for failure to observe or perform any of our obligations under the credit card contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

## **(42) Notice**

- (a) We can deliver a notice to you personally, in which case the date of delivery is the date on which you receive the notice.
- (b) If we mail a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if we mailed it to your last known address recorded by us.
- (c) Where permitted to do so by law, we may provide you with a notice, other documents or information:
  - (i) electronically to your email address, or other electronic mail address, last known to us; or

- (ii) to any person nominated by you to receive such notices, documents or information.

#### **(43) Waiver**

Waiver by us of any rights arising from a breach of the terms of the credit card contract or of any rights or powers arising under the credit card contract must be in writing signed by us. A failure or delay by us in exercise, or partial exercise, of a right or power under the credit card contract does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by the credit card contract. This provision may not itself be waived except by us in writing.

#### **(44) Reward program terms and conditions**

Please note that separate terms and conditions govern any reward programs affiliated with our credit card. Please refer to those terms and conditions to find out more about the reward elements (if any) of the Aussie Credit Card.

#### **(45) Chip**

- (a) You must ensure any chip is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use.
- (b) Only you can use the chip for any of the available services. Your credit card may be subject to forfeiture if the chip is used by anyone other than you.

#### **(46) Promotional Plans terms and conditions**

Please note that separate terms and conditions may govern any Promotional Plans on your credit card other than stated in this booklet. If you accept a Promotional Plan offer you should also refer to the applicable Promotional Plan terms and conditions for more information.

#### **(47) Transfer of our rights**

We may, without telling you or obtaining your consent:

- assign any of our rights under this contract; and
- give information about this contract and your obligations under it to any assignee of our rights under this contract, or anyone who is considering becoming an assignee.

## **(48) Combining accounts**

We can combine the balances of your Aussie credit card and accounts with us even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when your Aussie credit card account is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that a credit balance in an account with us can be used to pay the debit balance in your Aussie credit card account. We will promptly inform you if we combine any of your accounts. We do not need to give notice in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

# **part b electronic account access Conditions of Use**

This section applies to all electronic transactions except those where your signature may also be required. Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your Aussie MasterCard account (including account aggregation services, such as may be provided by other financial institutions).

## **Definitions**

**'Banking Business Day'** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**'Pay Anyone Processing Day'** means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

**'Securemail'** means the electronic messaging system that enables communications to be sent to or from us as part of Aussie Credit Cards Account Access Online.

**'Telecode'** means the four to seven digit number issued to access Aussie Credit Cards Account Access by Phone.



## **Transaction Limits**

We or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

We may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your credit card account by calling us on the relevant enquiries number listed at the front of this booklet.

## **Access to and use of Pay Anyone and International Services**

### **(a) Obtaining Pay Anyone**

When applying for Pay Anyone, you must request a Pay Anyone daily limit which is subject to approval by us. The options for the daily limits are set out when you apply.

If you require your password for Pay Anyone to be re-set or re-issued we may reduce your current daily Pay Anyone limit.

You will need to re-apply if you wish to reinstate that limit. Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit. You can increase or decrease your daily transfer limit by applying through Aussie Credit Cards Account Access Online.

### **(b) Obtaining International Services**

You can apply for International Services after you have been granted Pay Anyone access.

The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

## **Processing instructions – general**

The account holder authorises us to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you for further information before acting on an instruction.

Where we have instructions for more than one payment from your credit card account(s), we will determine the order of priority in which payments are made.

If you make a cash withdrawal from a credit card account by making an electronic transaction and there is a difference

between the amount of cash received and the amount shown on the receipt, you must report this to us and to the merchant (if applicable) as soon as possible. You can make your report to us by calling us on the number listed at the front of this booklet.

If you make a deposit of funds to a credit card account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount we receive, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a merchant.

**You accept that:**

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- not all electronic equipment will allow you to make deposits.

An immediate transfer, Pay Anyone or BPAY® cannot be revoked or stopped once we receive your instruction. Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to us through Aussie Credit Cards Account Access Online before midnight Sydney time on the business day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

**Processing instructions – Aussie Credit Cards Account Access by Phone and Aussie Credit Cards Account Access Online**

Any Aussie Credit Cards Account Access by Phone or Aussie Credit Cards Account Access Online transaction (other than a BPAY®) will generally be processed to your account on the same day we receive your instructions, if given before 10.00pm

Melbourne time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following business day.

Account information accessed using Aussie Credit Cards Account Access by Phone or Aussie Credit Cards Account Access Online will generally reflect the position of the account at that time, except for transactions not yet processed by us

(including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by us that day.

## **Processing instructions – Pay Anyone and International Services**

We will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if we receive the instruction before 6:00pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if we receive the instruction before 6.00pm Melbourne time on a Pay Anyone Processing Day;
- future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that we process them except where:

- we are not obliged to process your instructions;
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft. Where your instruction is for a transfer by way of us issuing an international draft:
  - we will send the draft by post to the delivery address notified by you;
  - you acknowledge that it is your responsibility to forward the draft to the intended recipient.

We cannot control (and are not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once we process your transfer instruction, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your account.

A transfer made from your account will be treated as a cash advance and interest and fees may apply.

### **Processing instructions – BPAY®**

We are a member of the BPAY® Scheme. This is an electronic payments scheme through which we can be asked to make payments on your behalf to billers. We will tell you if we cease to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, we may also be a biller.

You must comply with the terms and conditions for the account which you ask us to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY® the following information must be given to us:

- your Aussie Credit Card card number and password or Telecode;
- the biller code from the bill;
- your customer reference number (e.g. your account number) with that biller;
- the amount you want to pay; and
- the account from which you want the payment to be made.

Once this information is provided, we will treat your instructions as valid and will debit the relevant account. We will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to your use of BPAY® on both a per transaction and daily limit (per registered credit card number) basis.

Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see [www.aussie.com.au/credit\\_cards](http://www.aussie.com.au/credit_cards)

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® made by you will be processed on the day you tell us to make that BPAY® if we receive your instructions before 6pm Sydney time on a Banking Business Day (our cut-off time);
- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY® where:

- there is a public or bank holiday on the day after you tell us to make a BPAY®;
- you tell us to make a BPAY® after our cut-off time; or
- another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.

We will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.

You should check your account records carefully and tell us as soon as possible if you become aware of:

- a BPAY® which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY®; or
- any delay or mistake in processing of your BPAY®.

If we are advised by a biller that it cannot process your BPAY® we will:

- advise you of this;
- credit your account with the amount of that BPAY®; and
- tell you how we can assist you, if possible, in making the payment as soon as possible.

An account can only be used to make a BPAY® if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.

You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

## **Card Validity**

Your card remains our property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid dates' shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it diagonally in half.

## **Lost or disclosed password, PIN or Telecode**

You must make a report to us immediately you become aware or suspect that your password, PIN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, PIN or Telecode. We will cancel it and arrange for you to receive a new PIN and select a new password or Telecode.

The best way to make the report is to call us on the telephone numbers listed at the front of this booklet.

## **Cancellation of Electronic Access**

We may cancel any electronic access:

- without prior notice if:
  - we believe that use of the card or electronic access may cause loss to the account holder or to us;
  - the account is an inactive account;
  - all the accounts which the card may access have been closed;
  - you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

We may also at any time suspend your right to participate in the BPAY® Scheme.

You can request us to de-register you from Aussie Credit Cards Account Access Online at any time by Securemail or by calling the relevant number listed at the front of this booklet.

## **Withdrawal of Electronic Access**

We may withdraw your electronic access to your credit card account (including by BPAY®) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by us;

- we believe your access to your credit card account through electronic equipment may cause loss to the account holder or to us;
- we believe that the quality or security of your electronic access process or our systems may have been compromised;
- all accounts which you may access using your Aussie Credit Card card number have been closed or are inactive; or
- we suspect you of being fraudulent or engaging in inappropriate behaviour unless this is prohibited by law.

We may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

### **Password, PIN and Telecode Security**

You must keep your password, PIN and Telecode secure. Failure to do so may increase your liability for any loss.

Warning: If you select a password, PIN or Telecode, you must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, PIN or Telecode, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'.

If you do, you may be liable for any loss suffered from an unauthorised transaction.

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering or overhear you providing your password, PIN or Telecode;
- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised).

**Warning:** You should avoid accessing Aussie Credit Cards

Account Access by Phone through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations you should obtain access to Aussie Credit Cards Account Access by Phone through a customer service operator.

# unauthorised transactions

## When we are liable

We will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same credit card account;
- result from an unauthorised transaction that occurs after you have notified us that any card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

## When the account holder is liable

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- subject to the terms of any account services provided or referred to you by us, by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
  - (i) on the card or with the card number;
  - (ii) on any article carried with the card or card number; or
  - (iii) which may be lost or stolen at the same time as the card or card number



- by using your birth date or an alphabetical code which is a recognisable part of your name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode, the account holder is liable for the actual losses which occur before we are notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform an Aussie Credit Cards Account Access Online transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, you unreasonably delay notifying us, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of loss or theft of a card, should reasonably have become aware of the loss or theft; and
- the time we are actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by exceeding any agreed credit limit;
- where we have agreed the credit card account could not be accessed electronically; or
- as a result of conduct that we expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or Telecode in a way that is required or recommended by us for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by us.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the lesser of:

- \$150; or
- the actual loss at the time we are notified of the loss, theft or unauthorised use of the card or that the security of the

password, PIN or Telecode has been breached (but not any loss incurred on any one day\* if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or

- the balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.
- A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If you are not in same time zone as Melbourne, please check <http://www.australia.gov.au>.

### **Additional protection**

#### **MasterCard – Zero Liability**

Subject to the section headed 'Unauthorised Transactions' you will not be liable for unauthorised transactions on a MasterCard credit card.

#### **Equipment Malfunction**

We are responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own PC anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via Aussie Credit Cards Account Access Online to your transactions and linked accounts.

## **liability under the BPAY<sup>®</sup> scheme**

### **General**

You should note that:

- if you advise us that a BPAY<sup>®</sup> made from your account is unauthorised, you should first give us your written consent to obtain from the biller information about your account with that biller or the BPAY<sup>®</sup> payment, (including your credit card number) as we reasonably require to investigate the BPAY<sup>®</sup>. This should be addressed to the biller who received the

BPAY®. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BPAY® payment;

- if you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY® for the shortfall. If you cannot make another BPAY® for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### **Our liability**

Where you use your account for personal purposes, our liability under the BPAY® Scheme is as set out under 'Unauthorised Transactions'.

Where you use your account for business purposes, we will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

### **BPAY® payments**

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent Payment or a Mistaken Payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller.

Any dispute must be resolved with the biller.

### **Unauthorised Payments**

If a BPAY® is made in accordance with a payment direction, which appeared to us to be from you or on your behalf, but which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

- (i) we cannot recover the amount from the person who received it within 20 Banking Business Days of attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

## **Fraudulent Payments**

If a BPAY® is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

## **Mistaken Payments**

If you discover that a BPAY® has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of attempting to do so, you must pay that amount to us.

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

## **Consequential loss**

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

## **Indemnity**

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (i) did not observe your obligations under these Conditions of Use; or
- (ii) acted negligently or fraudulently in connection with these Conditions of Use.

## **Changes to the Electronic Account Access Conditions of Use**

We can change the Electronic Account Access Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

# **part c**

# **Information statement**

## **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 us and, if you still have concerns, our 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 pre-contractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- (a) your contract is entered into; or
- (b) 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, your 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 your 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:

- (a) within 14 days of your written request if the original contract came into existence one year or less before your request; or
- (b) otherwise within 30 days of your written request.

## **(3) Can I terminate the contract?**

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

- (a) you have not obtained any credit under the contract; or
- (b) 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 terminate the contract.

## **(4) Can I pay my credit contract out early?**

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

## **(5) How can I find out the payout figure?**

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. Your credit provider must give you the statement within seven days after you give your request to your 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.

## **(7) Can my contract be changed by the credit provider?**

Yes, but only if your contract says so.

## **(8) Will I be told in advance if the credit provider is going to make a change in the contract?**

That depends on the type of change. For example:

- (a) 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;
- (b) you get at least 20 days advance written notice for:
  - (i) a change in the way in which interest is calculated; or
  - (ii) a change in credit fees and charges; or
  - (iii) any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

## **(9) Is there anything I can do if I think 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 our external dispute resolution scheme, the Financial Ombudsman Service (FOS). FOS is a free service established to provide you with an independent mechanism to resolve specific complaints. FOS can be contacted by phone on 1300 780 808, by email at [info@fos.org.au](mailto:info@fos.org.au), or by writing to:

Financial Ombudsman Service, GPO Box 3,  
Melbourne 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?**

You can decide if you want to take out insurance or not. If you take out insurance, we 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 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. 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.

## **general**

### **(14) What do I do if I cannot make a repayment?**

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

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

### **(15) What if the credit provider and I cannot agree on a suitable arrangement?**

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

If your credit provider still refuses your request you can complain to our external dispute resolution scheme, FOS. Further details about FOS are set out below in question 17.



**(16) Can the credit provider take action against me?**

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

**(17) 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 US. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING OUR EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU**

**HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME, THE FINANCIAL OMBUDSMAN SERVICE (FOS), OR GET LEGAL ADVICE.**

**FOS IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. FOS CAN BE CONTACTED BY PHONE ON 1300 780 808, BY EMAIL AT [info@fos.org.au](mailto:info@fos.org.au) OR BY WRITING TO:**

**FINANCIAL OMBUDSMAN SERVICE,  
GPO BOX 3, MELBOURNE 3001.**

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

BPAY® is registered to BPAY Pty Ltd ABN 69 079 137 518

Aussie Credit Cards are provided under agreement by Australia and New Zealand Banking Group Limited ABN 11 005 357 522

**Call 1300 660 841**  
**[www.aussie.com.au/creditcard](http://www.aussie.com.au/creditcard)**



Aussie Credit Cards,  
Aussie Reply Paid 79929, Collins Street West, VIC 8007.  
Tel: 1300 660 841  
Web: [www.aussie.com.au/creditcards](http://www.aussie.com.au/creditcards)

Trademark of AHL Investments Pty Ltd ABN 27 105 265 861  
Aussie Credit Cards are provided under agreement by Australia and  
New Zealand Banking Group Limited ABN 11 005 357 522 Australian Credit  
Licence Number 234527. All information relating to Aussie CreditCover is  
provided by ANZ. Item No. 51950 02.2016 W518042