

# CONDITIONS OF USE FOR VISA CREDIT CARD



1300 306 716 | [bankofus.com.au](http://bankofus.com.au)

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## CONDITIONS OF USE FOR VISA CREDIT CARD

**These Conditions of Use form part of and should be read with the Letter of Offer signed by us.**

These Conditions of Use together with the Letter of Offer form the agreement between you and us in relation to your card.

Please see clause 25 "Definitions" for definitions of words and terms used in this agreement.

This document contains important information and sets out the rules governing the operation of your card account and your rights and obligations in using your card.

You should retain this booklet for future reference.

It is very important that you read and understand the agreement between us. Please contact us if you do not understand or are unsure about any aspect of the agreement.

You should also read the Information Statement "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT" which is included at the back of this booklet.

If you do not agree to the terms and conditions in these Conditions of Use and/or the Letter of Offer:

- Do not use your card account;
- Do not activate or use your card;
- Cut your card (and any additional cards) in half through the magnetic strip and chip if present and return them to us immediately;
- Destroy your PIN advice; and
- Contact us immediately to advise us by calling **1300 306 716**.

### SECURITY

As a security precaution, your personal identification number (PIN) will be mailed to you and each additional cardholder separately from these Conditions of Use and your card.

The security of your card and PIN is very important. Further information on your obligations to secure your card and PIN is provided in clause 13 "Security of cards and PINs" of these Conditions of Use.

**If your card is lost or stolen please contact us immediately on freecall 1800 653 326 from within Australia or 011 61 3 6421 4461 from overseas.**

## CONDITIONS OF USE

### 1. Interest

#### 1.1 Your interest rate

Our Letter of Offer sets out the initial annual percentage rate(s) that we will use to calculate the interest charges that apply to your card account. Interest rates are variable and may be changed by us at any time without your consent. We will notify you of any change we make to the annual percentage rate.

Each statement also sets out the annual percentage rate(s) that applies during the statement period.

#### 1.2 Calculation of interest

We calculate interest daily on your card account by multiplying the relevant parts of the daily balance by the daily percentage rate at the end of each day. The relevant parts of the daily balance vary depending on whether an interest free period applies.

#### 1.3 Interest free days

- (a) Interest free days apply to all purchases from the date of purchase up until the payment due date shown on the statement on which the purchase appears.
- (b) There are no interest free days for cash advances obtained using a card.
- (c) If you do not pay the closing balance in full by the due date, interest will be charged on all unpaid purchases and fees and charges from the payment due date shown on that statement as set out in clause 1.2 above.

#### 1.4 Debiting interest charges

Interest charges will be debited to your card account on the last day of each month.

#### 1.5 Credit interest

No interest is payable to you if your card account is in credit.

## 2. Payments

- 2.1 In relation to each statement, you must:
- (a) Immediately pay to us any amounts shown as overlimit; and
  - (b) By the payment due date shown on the statement, pay us the minimum payment due amount, which will include any overdue amount from the previous statement period(s).

You may also pay more than the above if you wish, up to the full amount of the closing balance.

- 2.2 The minimum payment means 3% of the closing balance as shown on your statement or \$10.00, whichever is the greater. If the closing balance is less than \$10.00, you must pay the full amount.
- 2.3 A reversal or refund of charges to your card account is not a payment to your account.
- 2.4 All payments to us must be made in Australian currency.
- 2.5 Payments can be made in any of the following ways:
- (a) By depositing cash or a cheque to your card account at any Bank of us Retail Store or Australia Post office displaying the Bank@Post symbol;
  - (b) By sending us a cheque drawn on an Australian bank account to the address shown on your statement;
  - (c) By transferring funds electronically from another account; or
  - (d) Otherwise as provided on your statement.

- 2.6 Payments to your account will be allocated to the part of the outstanding debt that attracts the highest annual percentage interest rate; once that part of the debt is extinguished the residual payment will then be applied to the part of the debt with the next highest annual percentage interest rate.

## 3. Processing payments

- 3.1 We will process transactions on the date that they are received by us. This may differ from the transaction date.
- 3.2 In the ordinary course of business, payments and

other credits to your card account will generally be treated in the following way:

- (a) Cash payments to your card account made at one of our Retail Stores will be credited to your card account on that day;
- (b) Cheque payments are only effective once cleared but once cleared will be credited from the date of receipt by us; and
- (c) Payments received electronically are effective when received.

- 3.3 To the maximum extent permitted by law, we may apply any payment, credit, refund or reversal to your card account in such order as we determine.

## 4. Fees and charges

- 4.1 You agree to pay us:
- (a) All fees and charges set out in the Letter of Offer as varied by us from time to time in accordance with these Conditions of Use; and
  - (b) All government taxes and other charges incurred in respect of any transactions on your card account.
- 4.2 You authorise us to debit those fees and charges to your card account in accordance with the Letter of Offer.
- 4.3 All fees and charges are non-refundable.

## 5. Statements

- 5.1 We will give you a statement for your card account every month unless:
- (a) There has been no activity on your card account; and
  - (b) Your card account does not have an outstanding balance; or
  - (c) The law provides that we do not have to.
- 5.2 You may request a statement of account at any time. We may, however, charge a fee for providing a duplicate or additional statement.
- 5.3 You should check all entries on your statement carefully and notify us promptly of any apparent error or unauthorised transaction. Please see clause 14 "Your liability in case a card is lost or stolen or is subject to unauthorised use" for details

of how delays in notifying us may affect your liability for unauthorised transactions.

## **6. Activating your card / card account**

- 6.1 When a user receives their card, it must first be activated by following the instructions we give the user at that time. The first time a user activates or uses a card after receiving it or otherwise operates or authorises the operation of the card account, including requesting us to process a balance transfer, you will automatically be agreeing to the terms of this agreement.
- 6.2 You must sign the signature panel on the reverse of the card with a ballpoint pen immediately upon receiving it. You must ensure that additional cardholders do the same with their card.
- 6.3 If you do not agree with these Conditions of Use and/or the Letter of Offer:
- (a) Do not activate your card, or sign or use your card; or
  - (b) Otherwise operate your card account or authorise the operation of your card account; or
  - (c) Permit an additional cardholder to activate, sign or use their card or operate your card account.
- 6.4 Any cards remain our property at all times.

## **7. Your credit limit**

- 7.1 We will make funds available to you up to the credit limit subject to daily cash advance withdrawal limits (see clause 8 "Daily transaction limits" following").
- 7.2 You agree to ensure that the outstanding balance does not exceed the credit limit.
- 7.3 If your credit limit is exceeded at any time:
- (a) We will give or send notification to you within 2 business days advising that your credit limit has been exceeded
  - (b) You must immediately pay the excess without our requesting it; and
  - (c) By authorising a transaction that causes your credit limit to be exceeded, we are not agreeing to an increase in your credit limit.

7.4 We may reduce your credit limit or stop providing further credit without your consent at any time.

7.5 You can ask us at any time to increase or decrease your credit limit. We are not obliged to agree to any increase to your credit limit. If we agree to a decrease to your credit limit, you must ensure that the outstanding balance does not exceed your new credit limit.

## **8. Daily transaction limits**

- 8.1 We may at our discretion, impose a limit on the amount you can withdraw in cash (cash advance) from your card account at a Bank of us Retail Store, from an ATM, from Australia Post offices displaying the Bank@Post symbol, and from Australian or overseas VISA outlets (daily transaction limits).
- 8.2 Cash advance withdrawals from ATMs and at Australia Post offices displaying the Bank@Post symbol are limited to a cumulative amount of \$1,520.00 **per card account** per day subject to available funds. In addition, Australia Post offices displaying the Bank@Post symbol may have other restrictions on the amount of cash that can be withdrawn.
- 8.3 All other transactions will be limited to the available funds.
- 8.4 We may vary the amount of these limits from time to time at our absolute discretion. You will be notified of these changes in accordance with clause 12 "Changes".
- 8.5 Australia Post offices displaying the Bank@Post symbol may have other restrictions on the amount of cash that may be withdrawn.
- 8.6 Merchants, BPAY billers or other institutions may impose additional restrictions and/or limits on the use of a card.

## **9. Using a card**

- 9.1 You authorise us to debit your card account for all transactions authorised by you or an additional cardholder.
- 9.2 The display by a merchant or financial institution of material relating to the card scheme is no guarantee that a card will be accepted by them.

- 9.3 Some transactions need authorisation from us before they can proceed. We may choose not to authorise a transaction. Once a transaction is authorised, it cannot be stopped.
- 9.4 Once authorisation for a transaction is obtained, it will reduce the amount of available funds in your card account. If the transaction is not completed, the amount of available funds in your card account may continue to be reduced for up to nine (9) business days after the authorisation is obtained.
- 9.5 Use of a card is an irrevocable instruction by a user to us to process the transaction. We are unable to alter or stop payment of a transaction prior to processing. If, however, you dispute a transaction, please see clause 17 "Resolution of errors or disputed ePayments transactions".
- 9.6 We are not responsible for goods or services obtained using the card unless the law makes us liable. If a user has any complaint about goods or services obtained using the card, it must be taken up with the merchant or supplier.
- 9.7 Transactions made overseas using your card may take longer than normal to be processed to your card account and appear on your statement. Overseas transaction amounts are converted into Australian Dollars by VISA International at a conversion rate chosen by them, plus a conversion fee. Please see the 'Financial Table' within your Letter of Offer for details of the fee ('Overseas Card Transaction Fee').
- 9.8 A user may be able to obtain cash advances using their card and PIN at an ATM, over the counter at a Bank of us Retail Store, from Australia Post offices displaying the Bank@Post symbol, and from Australian or overseas VISA outlets. A user can not obtain cash if they press the 'Credit' button at an EFTPOS terminal when using their card.
- 9.9 Each card is for the sole and personal use of the person named on it and is only valid from the "valid from" date to the expiry date shown on it.
- 9.10 We may issue replacement cards at any time.
- 9.11 A user must not use their card for any unlawful purpose.
- 9.12 We may allow a user to link their card to a nominated account for the purposes of operating

that account ("linked account").

- 9.13 A user may use their card and PIN to access their linked account and obtain cash or goods.
- 9.14 Access to a linked account by a user is governed by the terms and conditions that apply to that account and not these Conditions of Use. These Conditions of Use are in addition to and do not replace the terms and conditions for any linked account. Users should refer to those terms and conditions for information about the use of the card to access the linked account.
- 9.15 You acknowledge that by a user linking an account to a card, you increase the risk of loss for which you could be liable if the card is used without a user's knowledge or consent.

## **10. Balance transfers**

- 10.1 At our discretion, we may accept requests by you to transfer balances of \$500 or more from another non-Bank of us credit card or store card. Requests for transfers by additional cardholders will not be accepted.
- 10.2 Requests for transfers will automatically be refused where:
- (a) The balance you wish to transfer relates to credit cards or store cards issued outside Australia;
  - (b) You are in default under your card account; or
  - (c) You are in default under the account from which you wish to make the balance transfer at the time of your application.
- 10.3 If the amount you wish to transfer would cause you to reach or exceed the credit limit on your card account, we may, at our discretion, only transfer such an amount so that the balance on your card account will reach 95% of your credit limit.
- 10.4 Any balance transfer request will be processed after we have provided the credit limit on your card account.
- 10.5 Payments to your nominated card issuer will usually be made within 14 business days of approving your request or activation of your card, whichever is the later. We are not responsible for any delay in processing any balance transfer request. You remain

responsible for any other payments due on your nominated account in accordance with the terms and conditions that apply to that account and for closure of that account if requested by us.

10.6 If the balance transfer is processed we will provide you with written confirmation of this. It will also appear on your next statement.

10.7 We will treat any balance transfer processed as a purchase for the purpose of the calculation of interest.

## **11. Additional cardholders**

11.1 You may nominate up to two (2) other people over the age of 16 to be an additional cardholder. Any additional cardholder must also be a client of ours.

11.2 If we agree to your request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the additional cardholder, an additional cardholder will receive an additional card and PIN to use on your card account.

11.3 You are liable for any use of the additional card and your card account by an additional cardholder as if your card account had been used by you.

11.4 The additional cardholder's access to and use of the card and your card account is governed by this agreement. You should ensure that any additional cardholder has read, understood and complies with these Conditions of Use and the Letter of Offer. If any additional cardholder breaches the agreement, you will be in breach of that agreement.

11.5 You acknowledge and agree that any additional cardholder can obtain information about your card account.

11.6 You can cancel any additional card by calling us on freecall 1800 653 326 within Australia, or 011 61 3 6421 4461 from overseas or visiting any Bank of us Retail Store during normal business hours. We will only cancel the card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional card to us. You should note that in cases where you cannot destroy the additional card, although a stop can be placed on the additional card, it could still be used in some circumstances and you will still be responsible for any transactions made.

11.7 We will not close your card account, increase your credit limit or agree to the issue of a card to another additional cardholder at the request of an additional cardholder.

## **12. Changes**

12.1 We may vary this agreement from time to time. For example, we may at any time:

- (a) Change the annual percentage rate;
- (b) Change the amount, frequency or time for payment of repayments;
- (c) Change the amount, frequency or time for payment of any fee or charge;
- (d) Introduce a new fee or charge; or
- (e) Change the method of calculating or debiting interest.

12.2 If the variation does not increase your obligations, we will send you notification in your next statement of account.

12.3 In the case of any other change, we will:

- (a) Tell you about any change to the annual percentage rate no later than the day on which the change takes effect; and
- (b) Tell you about any other change no later than 20 days before the change takes effect.

12.4 We may tell you about any change to the annual percentage rate or new fee and charge by writing to you or by publishing the change in a newspaper. If we choose to give you notice by advertisement in a newspaper, we will confirm the change in your next statement of account after the change takes effect.

12.5 Other changes may be made by agreement in writing between you and us.

## **13. Security of cards and PINs**

13.1 It is very important that you keep your card and PIN secure and ensure that any additional cardholder also does so. If a user fails to follow the security recommendations set out below, you may increase your liability for any unauthorised use of a user's card. Please note that these guidelines provide examples only and will not determine your liability for losses resulting from unauthorised ePayments transactions on your card account.

These will be determined in accordance with clause 14 "Your liability in case a card is lost or stolen or is subject to unauthorised use" following and the ePayments Code.

You and any additional cardholder must:

- (a) Sign the back of their card immediately on receipt using a ballpoint pen;
- (b) Always keep the card in a safe secure place and check regularly to ensure it has not been lost or stolen;
- (c) When a transaction is complete, ensure you have your card and any receipt;
- (d) Not permit any other person to use the card; and
- (e) Immediately notify us if you become aware or suspect that someone else has used your card or accessed your card account or your card has been lost or stolen.

13.2 In order to protect your PIN, you and any additional cardholder must not:

- (a) Choose a PIN which is clearly related to the user such as a birth date, post code, phone number or car registration number, or which represents a recognisable part of their name;
- (b) Choose a PIN which has an easily retrieved combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB, or ABCD);
- (c) Write or in any way indicate the PIN on the card even if disguised;
- (d) Keep a record of the PIN on any item normally carried with or stored with the card without making a reasonable attempt to disguise it;
- (e) Allow any person to see the PIN being entered; or
- (f) Disclose the PIN to anyone.

It is not a reasonable attempt to disguise the PIN if a user records the PIN:

- (a) As a telephone number where no other numbers are recorded;
- (b) Amongst other numbers and letters with any of them marked to indicate the PIN;
- (c) In reverse order;

- (d) As a telephone number or name in its correct sequence;
- (e) Disguised as a date or any amount; or
- (f) In an easily understood form.

#### **14. Your liability in case a card is lost or stolen or is subject to unauthorised use**

- 14.1 This clause deals with your liability for ePayments transactions on your card account which are not authorised by a user. It does not apply to any transaction carried out by a user or by anyone else with a user's knowledge and consent.
- 14.2 You are liable for all ePayments transactions carried out in respect of your card account with the knowledge and consent of the user.
- 14.3 You are liable for all losses caused by unauthorised ePayments transactions unless any of the circumstances specified in clause 14.4 below apply.
- 14.4 You will not be liable for losses in relation to:
  - (a) Failing to protect the security of the PIN; or
  - (b) Where the ePayments Code requires, that the recording or voluntary disclosure of the PIN was the dominant contributing cause of the loss.

In these cases, you will be liable for the actual losses which happen before you notified us that the card has been misused, lost or stolen or that the security of the PIN has been breached, but are not liable for any of the following amounts:

- (a) That portion of the losses incurred on any one day which exceeds the daily transaction limit; or
  - (b) That the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period; or
  - (c) The portion of the total losses incurred that exceeds the outstanding balance; or
  - (d) All losses incurred on any account which we and you had not agreed could be accessed using the PIN.
- 14.5 Where a user has contributed to losses resulting from unauthorised transactions by unreasonably delaying notification of the misuse, loss or theft of a card, or that the security of the PIN has been breached, you are liable for the actual losses which

occur between when a user became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we are actually notified, except for:

- (a) That portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to the card; or
- (b) That portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
- (c) The portion of the total losses incurred that exceeds the balance of the account(s); or
- (d) All losses incurred on any accounts which we and you had not agreed could be accessed using the card and/or PIN.

14.6 Where a PIN was required to perform the unauthorised transaction and it is unclear whether a user has contributed to the loss caused by an unauthorised transaction, you will be responsible for an amount not exceeding the least of:

- (a) \$150; or
- (b) The balance of your card account from which value was transferred in unauthorised transactions and which we and you have agreed may be accessed using the card and/or PIN; or
- (c) The actual loss at the time we were notified that the card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit).

14.7 We are responsible for any loss from a transaction at a terminal where our investigations show that the loss is directly caused as a result of terminal malfunction and the claim is substantiated by investigation. In these circumstances, we will correct the loss by making the appropriate adjustment to the card account.

14.8 If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment and a user should have been aware that the machine was malfunctioning or was not able to

be used, our liability is limited to:

- a) The correction of any errors on your card account; and
- b) The refund of any charges or fees imposed as a result.

## 15. VISA zero liability

15.1 Subject to clause 14 "Your liability in case a card is lost or stolen or is subject to unauthorised use" above, the card scheme rules provide that you will not be liable for unauthorised transactions on a user's card in the following circumstances:

- (a) The unauthorised transactions were not effected at an ATM (this will include transactions effected prior to notification to us of the unauthorised transactions, lost or stolen card);
- (b) A user has not contributed to any loss caused by unauthorised use of their card as described in clause 14 above; and
- (c) You have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

15.2 Where this VISA zero liability provision applies, we will endeavour to refund the amount of the unauthorised transaction(s) within 5 days, subject to:

- (a) Your having provided all reasonably requested information;
- (b) You not otherwise being in default or having breached these conditions of use; and
- (c) Our not having reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - (i) the conduct of the card account;
  - (ii) the nature and circumstances surrounding the unauthorised transactions; or
  - (iii) any delay in notifying us of the unauthorised transactions.

15.3 Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us if we consider that this provision

shall not apply as a result of those investigations. In making any determination in respect of this provision, we will comply with the requirements of clause 16 "How to report the loss, theft or unauthorised use of a card or PIN" below.

## **16. How to report the loss, theft or unauthorised use of a card or PIN**

16.1 If you believe your card or that of any additional cardholder has been misused, lost or stolen or the PIN has become known to someone else, you must immediately telephone **1800 653 326** from within Australia, or **011 61 3 6421 4461** from overseas. These numbers are available 24 hours a day 7 days a week. If the hotline is not available when you try and call the number, please report the loss, theft or misuse to us as soon as possible.

16.2 When you have reported the incident, you will be given a reference number. Please retain this number as evidence of the date and time of your call.

16.3 If the loss, theft or misuse occurs outside Australia, you must notify an organisation displaying the VISA sign and then telephone the VISA INTERNATIONAL HOTLINE number for the country you are in.

## **17. Resolution of errors or disputed ePayments transactions**

17.1 If you believe an ePayment transaction is incorrect or unauthorised by a user or your statement contains any instances of unauthorised use or errors in respect of an ePayment transaction, you must immediately notify us.

You must supply us with the following information:

- (a) Your name, account number and card number (or that of any additional cardholder, if applicable);
- (b) The transaction you think is unauthorised or incorrect;
- (c) An explanation as to why you think it is an unauthorised transaction or incorrect; and
- (d) The amount of the transaction.

17.2 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in

writing of the procedures for further investigation and resolution and may request further relevant details from you.

17.3 Within 21 days of receipt from you of the details of your complaint we will:

- (a) Complete our investigation and advise you in writing of the results of our investigation; or
- (b) Advise you in writing that we require further time to complete our investigation.

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

17.5 If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require a response.

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

17.7 When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to these Conditions of Use and the ePayments Code. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Australian Financial Complaints Authority (AFCA), of which we are a member.

You can contact them as follows:

Phone: 1800 931 678 (free call)

Mail: The Australian Financial  
Complaints Authority  
GPO Box 3  
Melbourne, VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au)

17.8 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card or

PIN, we will:

- (a) give you copies of any documents or other evidence we relied upon; and
- (b) advise you in writing whether or not there was any system or equipment malfunction.

17.9 If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

## **18. Equipment malfunction**

18.1 We are responsible to you for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with a user's instruction.

18.2 If, however, a user was 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 card account and refunding any charges or fees imposed as a result.

18.3 A user is solely responsible for their own anti-virus and other security measures for their computer.

## **19. Default**

19.1 You will be in default under this agreement if:

- (a) You breach your obligations under this agreement (for example you do not pay the minimum payment by the due date or you exceed the credit limit and do not immediately pay the excess on receipt of your statement);
- (b) You become insolvent; or
- (c) We reasonably believe there has been fraud or misrepresentation in relation to the opening or conduct of this card account.

19.2 If you are in default under this agreement, we may do any or all of the following:

- (a) Close your card account;
- (b) Cancel any card(s);
- (c) Require the return of any card(s);
- (d) Use any money you have in any other account(s) you may have with us towards repaying any amount you owe us under this

agreement;

- (e) Demand you pay us the outstanding balance after giving you notice and otherwise complying with the National Credit Code; and/or
- (f) Require you to pay us on demand all enforcement expenses (these are our reasonable costs including any internal costs) of recovering amounts owed under this agreement).

## **20. Cancellation of a card**

20.1 We may at any time without notice to you cancel a card, ask for its return, retain a card presented to us or any other person, close your card account or otherwise cancel access to your card account.

20.2 A card must not be used after it is cancelled.

20.3 When we give you notice of the cancellation of a user's card, you must ensure it is returned to us (cut in half through the magnetic strip and chip if present for protection).

20.4 If a user does not require a replacement card, you must notify us a reasonable time before the expiration date of the card.

20.5 If you wish to cancel a card, you must notify us to arrange cancellation. Cancellation may not be effective until the card is returned to us.

20.6 You may close your card account at any time by telling us in writing and returning any cards issued to us (cut in half through the magnetic strip and chip if present for protection).

## **21. Payment on cancellation or closure**

21.1 If you or we close your card account or if we cancel any card access, you must immediately:

- (a) Pay the outstanding balance;
- (b) Immediately pay any amounts subsequently debited to your card account after the time of cancellation;
- (c) Cancel all authorities to debit your card account; and
- (d) Return all cards to us.

## **22. Chargebacks**

22.1 In some circumstances, the rules of the card

scheme may entitle you to request a reversal (chargeback) of a transaction if you have a dispute with a merchant about it.

22.2 If you believe that you are entitled to a chargeback, you must notify us as soon as possible as the operating rules of the card scheme impose time limits for chargebacks. Once these time limits have expired, any chargeback rights may be lost. Where the ePayments Code applies to the transaction, its time limits may apply and not those of the card scheme.

22.3 If you notify us in time, and we are satisfied that you are entitled to a chargeback, we will credit your card account for the amount initially debited for the transaction. However, you should note that the merchant also has rights to have the transaction further investigated and re-debited if appropriate.

### **23. BPAY payments – terms and conditions**

#### **23.1 BPAY Conditions**

These BPAY Conditions apply if you ask us to make a payment from your card account on your behalf through the BPAY Scheme. We are an Associate Member of the BPAY Scheme. The BPAY Scheme is an electronic payment scheme through which you can ask us to make payments on your behalf to Billers who tell you that you can make BPAY payments to them. We will tell you if we are no longer an Associate Member of the BPAY Scheme.

When you ask us to make a BPAY payment, you must give us the information specified following in clause 23.3 "Information You Must Give Us". We will then debit your card account with the amount of that BPAY payment. We may decide not to make a BPAY payment if there are insufficient cleared funds in your card account at that time. We are not acting as your agent or the agent of the Biller when we make a BPAY Payment on your behalf.

#### **23.2 How To Use The BPAY Scheme**

(a) Internet Banking – For registered users of Internet Banking, once signed on, click on 'Transfer my money', then 'BPAY' and follow the easy steps. For regular accounts such as telephone bills, credit card payments, Aurora Energy bills etc, you can store details under 'Payees', to save having to enter a Biller Code

and Customer Reference Number each time you make a payment. In doing so, you should ensure that when you make future payments for "Payees" you have stored, you validate all details to confirm currency.

- (b) Telephone Banking – For registered users of Telephone Banking, once you have gained access, select the BPAY menu option and follow the easy steps
- (c) Over the counter payments – Call into any Bank of us Retail Store with your card and advise a staff member of your BPAY payment requirements.
- (d) We will treat any instruction to make a BPAY payment as authorised by you if, when it is given to us (in the case of a BPAY payment made using Internet or Telephone Banking) your password or access code respectively is entered, or in the case of a BPAY payment made over the counter, normal identification requirements have been satisfied. In all instances, a receipt number will be issued on completion of the BPAY payment.
- (e) If there is an inconsistency between the other terms and conditions applying to your card account and the BPAY conditions, the latter will apply to the extent of that inconsistency.
- (f) Payments made from your card account through the BPAY Scheme will be treated as cash advances.
- (g) The payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.

#### **23.3 Information You Must Give Us**

- (a) You must give us the following information when you make a BPAY payment:
  - (i) the card account from which you want us to debit the BPAY payment;
  - (ii) the amount of the BPAY payment;
  - (iii) the Biller's Code of the Biller you wish to pay; and

(iv) the Biller customer reference number.

- (b) We do not have to effect a BPAY payment if you do not give us all of the above information or if any of that information is inaccurate.

#### 23.4 Payments

- (a) We may impose restrictions on the card account from which a BPAY payment may be made or impose limits on the amount of BPAY payments.
- (b) We will not accept an instruction to stop a BPAY payment once you have instructed us to make that BPAY payment. You must notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your account. This does not apply to a mistake you make as to the amount you mean to pay. See clause 23.8(b) following.

#### 23.5 Processing Payments

- (a) We can decide the order in which payment services will be processed.

#### 23.6 Valid Payment Direction

- (a) Billers who participate in the BPAY Scheme have agreed that a BPAY payment you make will be treated as received by the Biller to whom it is directed:
- (i) on the date that you make that BPAY payment, if you tell us to make the BPAY payment before our payment cut-off time on a banking business day;
  - (ii) on the next business day, if you tell us to make a BPAY payment after our payment cut-off time on a business day or on a non business day; or
  - (iii) on the day or next business day that you have nominated for a scheduled payment to take place.
- (b) A delay may occur in the processing of a BPAY payment when:
- (i) there is a public or bank holiday on the day after you tell us to make a BPAY payment;
  - (ii) you tell us to make a BPAY payment

either on a day which is not a business day or after our payment cut-off time on a banking business day;

- (iii) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (iv) a Biller fails to comply with its obligations under the BPAY Scheme.

#### 23.7 When A Biller Cannot Process A Payment

- (a) If we are notified that your BPAY payment cannot be processed by a Biller, we will:
- (i) advise you of this;
  - (ii) credit your card account with the amount of the BPAY payment; and
  - (iii) if you ask us to do so, take all reasonable steps to assist you in making a BPAY payment to that Biller as soon as possible.

#### 23.8 Accuracy Of Information

- (a) You are responsible for ensuring:
- (i) the customer information provided to us by you at the time of registration is accurate and that you inform us promptly of any change to this information; and
  - (ii) the accuracy of information provided to us through Internet and Telephone Banking.
- (b) If you discover that you instructed us to make a payment to a Biller for an incorrect amount:
- (i) where the amount you instructed us to pay is greater than the required amount, contact us to initiate action in an attempt to retrieve overpayment of funds; or
  - (ii) where the amount is less than the required amount, you should make a further payment (using BPAY or another method) for the difference.

#### 23.9 Changes To Terms Affecting BPAY

- (a) We reserve the right to vary these BPAY Conditions and will inform you of the changes in accordance with any applicable law, otherwise in advance of the date the change takes effect.

### 23.10 Suspension

- (a) We may suspend your right to participate in the BPAY Scheme at any time if you are suspected of acting in a fraudulent manner.

### 23.11 Cut-Off Times

- (a) If you instruct us to make a payment before the time specified below it will in most cases be treated as having been made on the same day.

**Cut-off times:**

**Monday to Friday** – 5:00pm Tasmanian time

**Saturday, Sunday and Public Holidays** – processed the next business day.

- (b) BPAY payments may take longer to be credited to a Biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the Biller does not process a payment as soon as they receive its details.

### 23.12 Account Records

- (a) You must check your account records carefully and immediately report to us as soon as you become aware of any BPAY payment that you think is erroneous, or made by someone else without your permission.

### 23.13 Liability For Mistaken Payments, Unauthorised Transactions And Fraud

- (a) Liability for losses arising from unauthorised BPAY payments processed via Internet or Telephone Banking is governed by the 'Electronic Access Facilities and ePayments Conditions of Use' as contained in the 'Account and Access Facility Conditions of Use' (which is available from any Bank of us Retail Store or via our website [bankofus.com.au](http://bankofus.com.au)).
- (b) You must tell us immediately if:
  - (i) you become aware of any delays or mistakes in processing your BPAY payments;
  - (ii) you did not authorise a BPAY payment that has been made from your car account; or
  - (iii) you think that you have been fraudulently induced to make a BPAY payment.

- (c) We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. If the ePayments Code applies to your card account and a BPAY payment is made on your card account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with the 'Electronic Access Facilities and ePayments Conditions of Use' as contained in the Account and Access Facility Conditions of Use. Otherwise, to the extent permitted by any applicable law or Code, we are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.
- (d) If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your card account has been debited with the amount of that payment, we will credit that amount to your card account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 banking business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount.
- (e) If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your card account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
  - (i) we cannot recover that amount within 20 banking business days of us attempting to do so from the person who received it; and
  - (ii) the payment was made as a result of the payment direction which did not comply with any requirements we may have or such payment direction.

- (f) If a BPAY payment 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 the amount of the fraud induced payment, you must bear that 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 we will attempt to obtain a refund for you of the fraud induced payment.
- (g) If a BPAY payment you have made falls within the type described in clause 23.13(e) and also clauses 23.13(d) and 23.13(f), then we will apply the principles set out in clause 23.13(e). If a BPAY payment you have made falls within both the types described in clauses 23.13(d) and 23.13(f), then we will apply the principles set out in clause 23.13(f).
- (h) You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
  - (i) did not observe any of your obligations under these BPAY Conditions; or
  - (ii) acted negligently or fraudulently in connection with the other terms and conditions of your account.
- (i) If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY payment, consenting to us obtaining from the Biller information about your card account with that Biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

## 24. General matters

24.1 Change of name/address. You must tell us

promptly if you change your name or address. It is your responsibility to ensure we have all your up-to-date contact details including address, mobile phone number and email address, as applicable. You can do this either by calling in at one of our Retail Stores or telephoning us on 1300 306 716.

- 24.2 Notices. Notices and other communications under this agreement must be in writing. Any notice or request you wish to give us should be submitted to any Bank of us Retail Store or mailed to the address at the back of this booklet. We may give you notices by:
  - (a) delivering them to you personally in which case the date of delivery is the date on which you receive the notice;
  - (b) mailing them to you, in which case notice is to be taken to have been given on the day it was posted to you, if we mailed it to your last known address recorded on your card account; or
  - (c) where permitted to do so by law, providing you with a notice or other communication to any person nominated by you to receive such notices.
- 24.3 Assignment. We may assign our rights under this agreement. You may not assign your rights and obligations under this agreement.
- 24.4 Waiver. A failure or delay by us to exercise in whole or part any right or power under these Conditions of Use does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.
- 24.5 Severability. If any part of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.
- 24.6 National Credit Code application. If the National Credit Code applies to this agreement and if that code would otherwise make any provision of this agreement illegal, void or unenforceable, or a provision of this agreement would otherwise contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, this agreement is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.
- 24.7 Applicable law. This agreement is governed by the

laws in force in Tasmania. You and we submit to the non-exclusive jurisdiction of the courts of that place.

- 24.8 Set off. Subject to any applicable law, you must pay all amounts due under this agreement in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.
- 24.9 Codes of Conduct. We warrant that we will comply with the requirements of the ePayments Code.

## 25. Definitions

<b>word or phrase</b>	<b>meaning</b>
additional cardholder	any person nominated by you to effect transactions on your card account and to be issued with a card linked to your card account.
available funds	the difference between the credit limit and the sum of the outstanding balance and any transactions made or authorised but not yet debited to your card account.
annual percentage rate	the annual percentage rate that applies to your account as varied by us from time to time.
business day	any day we are normally open for business in Tasmania but not a Saturday, Sunday or public holiday.
card	any credit card that we provide you or an additional cardholder under this agreement.
card account	your VISA credit card account.
card scheme	the VISA credit card scheme operated and maintained by VISA International Service Association ABN 70 007 507 511.
Cash Advance	a debit card account: (a) which results in you receiving actual cash or (b) where the funds are used to purchase "cash equivalent" items such as cheques or (c) where the funds are credited to any other account held by you or a third party with us or (d) where you make payments from your card account using the BPAY Scheme.
chargeback	the VISA card operating rules for transferring the transaction amount of a disputed card transaction from the merchant's financial institution to your card account.

<b>word or phrase</b>	<b>meaning</b>
closing balance	the amount shown on your statement as your closing balance being the total amount then due by you to us.
credit limit	the maximum amount of credit we make available on your card account as notified to you in the Letter of Offer or as varied from time to time.
daily balance	the outstanding balance on your card account at the end of each day.
daily percentage rate	the annual percentage rate divided by 365.
daily transaction limit	the limit or limits as defined in clause 8 "Daily transaction limits".
due date	the 27th day of each month. If the 27th is not a business day, payment is due the previous business day.
ePayments Code	the ePayments Code issued by the Australian Securities & Investments Commission.
EFTPOS	electronic funds transfer at point of sale.
ePayment transaction	a transaction to which the ePayments Code applies.
excess	the amount by which the outstanding balance exceeds the credit limit.
linked account	an account with us other than the card account or any other Bank of us credit card account which a user nominates and which we authorise a user to access by using their card
minimum payment	the amount set out in clause 2.2.
outstanding balance	at any time, the excess of all amounts debited over all amounts credited to your card account.

<b>word or phrase</b>	<b>meaning</b>
overdue amount	at any time, the amount that is overdue for payment on your card account.
overlimit amount	at any time, the amount that your outstanding balance exceeds your credit limit.
PIN	the Personal Identification Number you use with the card.
posting date	the date a transaction (not being a cash advance) is processed to your card account.
purchase	any amount charged by a supplier for the supply of any goods or services purchased by the use of a user's card or card details including those effected by mail, internet or telephone (except cash transfers and BPAY payments) and any balance transfer made from your account.
transaction date	means the date any transaction takes place.
transactions	any purchase or cash advance.
user	you and any additional cardholder approved by us.
we, us or our	Bank of us, a trading name of B&E Ltd
you and your	the cardholder(s) in whose name the card account is opened.

## 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 your credit provider and, if you still have concerns, your Government Consumer Agency, 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 pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

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

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

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

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to

your credit provider so long as:

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

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

#### 4. Can I pay my credit contract out early?

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

#### 5. How can I find out the pay out figure?

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

Your credit provider must give you the statement within 7 days after you give your request to 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. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example:

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

- a change in credit fees and charges; or
- any other changes by your credit provider, except where the change reduces what you have to pay or the change happens automatically under the contract.

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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

**INSURANCE**

**10. Do I have to take out insurance?**

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

**11. Will I get details of my insurance cover?**

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

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

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

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

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

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

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

insurer.

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

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

**GENERAL**

**15. What do I do if I can not make a repayment?**

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

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

**16. What if my credit provider and I can not agree on a suitable arrangement?**

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 18.

**17. Can my credit provider take action against me?**

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

**18. Do I have any other rights and obligations?**

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

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

PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR  
GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED  
TO PROVIDE YOU WITH AN INDEPENDENT  
MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.

**The Australian Financial Complaints Authority (AFCA)**  
can be contacted at **1800 931 678** or via email  
**info@afca.org.au**

or write to:

**The Australian Financial Complaints Authority (AFCA)**  
**GPO Box 3, Melbourne, VIC 3001**

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

