



# visa credit card conditions of use

effective 1 September 2011

# why choose bankmecu?

bankmecu offers  
a different kind  
of banking

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

Please read The Schedule and these conditions carefully. You should also read the information statement "Things You Should Know About Your Proposed Credit Contract" which appears at the end of these conditions.

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

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in The Schedule.)

These Conditions of Use take effect on and from 1 September 2011 except as otherwise advised in writing and replace all VISA Credit Card Conditions of Use previously issued.

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## 1. Definitions

In these conditions and The Schedule:

**account** means the account we set up to record transactions under the contract.

**additional cardholder** means a person you nominate and to whom we issue an additional card.

**annual percentage rate** means the annual percentage rate or rates set out in The Schedule and, if varied, the rate as varied.

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

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

- the debit balance (if any) of the account at that time;
- any uncleared funds that have been applied to the account (if any); and
- the amount of all authorised transactions not yet debited to the account (if any).

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

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

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

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

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

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

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

**cardholder** means you or any additional cardholder.

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

- a purchase of “quasi-cash” items such as gambling chips or travellers cheques;
- the payment of a bill at a bank or agent of the biller, which is nominated by the biller (for example, the payment of tertiary fees or utility bills); or
- a funds transfer to another account held by you or a third party with us or another financial institution.

**charge** means an amount debited to the account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

**contract** means the credit contract between you and us, comprising these Credit Card Conditions and The Schedule.

**Credit Code** means the National Credit Code.

**credit limit** means the credit limit for the account set out in The Schedule and, if varied, the credit limit as varied.

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

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

**EFT terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the card and PIN to conduct an EFT transaction and includes, but is not limited to, an ATM and EFTPOS.

**EFT transaction** means a funds transfer initiated by giving an instruction to us through electronic equipment and using the card, PIN and/or card details, but not requiring a manual signature.

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

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

**Identification Referee Form** is a form we send with the card, the due completion of which is intended to satisfy the identity verification requirements of the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) or any other relevant law.

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

**minimum monthly payment** means the amount determined in accordance with clause 17.2 below. It will be included in the "Minimum Payment" amount in your statement of account.

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

**100 Point Verification Check** is a procedure undertaken by us to satisfy the identity verification requirements of the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) or any other relevant law.

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

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

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

**unauthorised** means without the knowledge or consent of a cardholder.

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

**we, us or our** means bankmecu, who issued you with the VISA Credit Card.

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

## 2. The Credit Card Contract

When the account is first used (for example, when a card is first used, a balance transfer is made or a payment is made to the account), you will be accepting our offer and be bound by the contract.

## 3. Account Activation and Card Security

- 3.1 All cards issued remain our property and must be returned or destroyed if we ask you to do so.
- 3.2 A card can only be used if the account to which it relates has been activated and the card has been signed by the cardholder. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.
- 3.3 The account is a single account for all cards which may be issued under the contract.
- 3.4 The new account will be activated when you do one of the following:
  - telephone us to activate the account;
  - tell us to activate the account when we telephone you; or
  - give us your written instruction to activate the account.
- 3.5 You must sign the card as soon as you receive it and before you use it. You must also ensure that each additional cardholder signs his or her card as soon as it is received and before it is used.
- 3.6 Subject to these conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these conditions.

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

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

### visa card hotline

**Australia wide toll free** 1800 224 004

**Sydney Metropolitan Area** 9959 7480

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

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

We will acknowledge the notification by giving a reference number that verifies the date and time we were contacted. Please retain this number as evidence of the time of contacting us.

If for any reason the hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction during this period which could have been prevented had the hotline been available, provided we are notified within a reasonable time of the hotline becoming available again.

Delay in notifying us may increase your liability.

- 3.8 If a card is used (in cases not involving EFT transactions) without the authority of a cardholder, you are liable for that use before we are advised of it, up to the credit limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA Credit Card Scheme against other parties to that scheme.
- 3.9 You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in clause 3.10 below apply.
- 3.10 You are not liable for losses:
1. where it is clear that a cardholder has not contributed to the loss;
  2. that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of networking arrangements; or
    - any merchant;
  3. that are caused by the same transaction being incorrectly debited more than once to the same account;
  4. relating to a forged, faulty, expired or cancelled card or PIN;
  5. that would exceed the amount of your liability to us had we exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
  6. resulting from unauthorised use of the card or PIN:
    - a. in relation to an EFT transaction which does not require PIN authorisation, before receipt of the card;
    - b. in relation to an EFT transaction which requires PIN authorisation, before receipt of the PIN; or
    - c. in either case, after notification to us in accordance with these Conditions of Use that the card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- 3.11 You will be liable for any loss of funds arising from any unauthorised EFT transaction using a card or PIN if the loss occurs before notification to us or the VISA Card Hotline that the card has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you or an additional cardholder contributed to the loss through:
1. fraud;
  2. telling or showing a PIN to another person or allowing it to be seen by another person (including family and friends);
  3. recording a PIN on a card or keeping a record of a PIN on anything which is kept with or near a card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record;
  4. when changing a PIN, selecting a PIN which represents your or the additional cardholder's birth date or a recognisable part of your or the additional cardholder's name;
  5. extreme carelessness in failing to protect the security of a PIN; or
  6. unreasonably delaying in notifying us or the VISA Card Hotline of the misuse, loss or theft of the card or of a PIN becoming known to someone else and the loss occurs between the time you or an additional cardholder did, or reasonably should have, become aware of these matters and the time of notification to us or the VISA Card Hotline.

**However, you will not be liable for:**

- a. the portion of the loss that exceeds any applicable daily or periodic transaction limits on your account;
  - b. the portion of the loss which exceeds the credit limit of the account; or
  - c. all losses incurred on any account which you had not agreed with us could be accessed using the card and PIN.
- 3.12 Where a PIN was required to perform the unauthorised transaction and clause 3.11 does not apply, your liability for any loss of funds arising from an unauthorised transaction using the card, if the loss occurs before notification to us or the VISA Card Hotline that the card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- a. \$150;
  - b. the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your card or your account); or
  - c. the balance of your account.
- 3.13 Notwithstanding any of the above provisions, your liability in the event of an unauthorised EFT transaction will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.
- 3.14 In all cases where you notify us of an unauthorised EFT transaction on an account, we will not hold you liable for losses that would exceed the amount of your liability had we exercised our rights (if any) under the operating rules applicable to the VISA Credit Card Scheme against other parties to that scheme.

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

#### 4. Additional Cardholders

- 4.1 We may issue a card to any person you nominate, provided that person is over the age of 18 years and satisfies the identity verification requirements of the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) or any other relevant law.
- 4.2 All transactions effected or authorised by an additional cardholder will be treated as having been authorised by you and you will be responsible for them.
- 4.3 You must ensure that each additional cardholder receives a copy of the contract, reads and understands it and protects their card and PIN in the same way as the contract requires you to protect your card and PIN. If an additional cardholder does not comply with the contract, you will be liable to us.
- 4.4 You acknowledge and agree that any additional cardholder can:
- operate the credit card account in the same way that you can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive a card); and
  - access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.

4.5 You can at any time revoke the authority of an additional cardholder to operate the account by telling us in writing and by returning the additional card to us. We will then cancel the additional card. Until the card is returned to us, you will continue to be liable for all transactions effected by the additional cardholder.

## 5. Credit Limit

5.1 Your credit limit is set out in The Schedule. You can ask us to increase the credit limit at any time but we are not required to agree. It will be increased only at your request or with your consent.

5.2 The credit limit is the maximum amount of credit you may obtain on the account. The account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately.

5.3 We can reduce or cancel the credit limit at any time, whether or not you are in default under the contract and without prior notice to you. We will advise you if we do so.

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

5.5 The credit limit does not change simply because we debit an amount to the account that causes the account balance to exceed the credit limit.

## 6. Codes of Practice

6.1 We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice, where those requirements apply to your dealings with us.

6.2 You may obtain general descriptive information about products and services from us on request.

## 7. Using the Card

7.1 The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.

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

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

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

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

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

- using a card, alone or together with your PIN, at any EFT terminal;
- presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
- providing the card details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or online.

7.7 A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

7.8 When a transaction is authorised by a cardholder:

- the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
- you agree that we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; and
- you agree to pay (in Australian dollars) the amount of that transaction.

8. Authorisation by us

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

8.2 Once we authorise a transaction we will reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated for up to three business days after the authorisation is obtained.

9. Direct Debit and Other Standing Authorities

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

9.2 To cancel such an authority, you should notify that third party according to any arrangements between you and that third party. You may also notify us.

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

10. Credit Card Acceptance

10.1 Financial institutions and merchants displaying the VISA symbol will normally honour your credit card.

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

10.2 The price the merchant charges for goods and services purchased using the card may vary from the price a merchant charges for the same goods and services purchased with cash.

10.3 Unless required to do so by law, we do not accept any liability for:

- any financial institution or merchant displaying a VISA symbol who refuses to accept or honour a card, does not allow cash advances or imposes limits or conditions on use of a card; or
- goods and services purchased with a card.

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

## 11. Balance Transfer

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

- a balance transfer will only be permitted up to the available credit amount;
- the balance transfer amount is \$500 or greater than \$500;
- the account is not delinquent; and
- a balance transfer may be refused by us at our discretion.

## 12. Interest Rates

The annual percentage rate that applies to the account is stated in The Schedule. The "daily percentage rate" is calculated by dividing the annual percentage rate by 365. If a change is made to the annual percentage rate, you will be notified in accordance with clause 24.2.

## 13. Interest

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

### 13.1 Interest Free Purchases

The Schedule will outline whether an Interest Free period applies to this card. If an Interest Free Period applies, you do not pay any interest on purchases (the interest free period) provided that:

- you paid in full the balance shown on the statement immediately preceding the purchase by the due date; and
- you pay in full the balance shown on the statement recording that purchase debit by the due date.

Otherwise, interest will be payable in accordance with clause 13.3 on each purchase listed in your statement of account from the date the purchase is posted to your account until the date it is paid in full.

### 13.2 Cash Advances

There is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13.3 from the date the transaction is posted to your account until the date the transaction is paid in full.

### 13.3 Calculation of Interest

Subject to clause 13.1, interest is calculated daily by applying the daily percentage rate to the unpaid daily balance of the account and is debited to the account on the last day of the statement period.

### 13.4 Interest on Deposits

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

## 14. Fees and Charges

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

14.2 We may debit your account for any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of the card, any insurance policy that we require or any transaction in relation to the account. You must pay such amounts whether or not you are primarily liable for the tax, duty or charge under the relevant law.

14.3 You must pay the "Annual Fee" referred to in The Schedule (as varied from time to time). The Annual Fee will be debited to the account upon acceptance of the contract and then annually in advance until the credit card account is closed and is paid in full (except where The Schedule otherwise provides). No refund of the fee, or any part of it, is payable when the credit card account is closed.

14.4 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 15.1.

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

## 15. Using the Card Outside Australia

15.1 All transactions made overseas on the VISA Card will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).

15.2 All transactions made overseas on the VISA Card are subject to a conversion fee equal to 2% of the value of the transaction and payable to Cuscal, the principal member of VISA International under which we can provide you with the card.

The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change.

15.3 Some overseas merchants and automatic teller machines charge a surcharge for making an EFT transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

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

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

## 16. Statements

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

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

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

16.4 You may request a copy of any statement of account at any time subject to any fee referred to in The Schedule.

## 17. Payments

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

- the amount (if any) by which the closing balance exceeds the credit limit; and
- the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as "overdue amount" in the statement of account).

- 17.2 You must also pay us by the statement "Due Date" the amount of a minimum monthly payment (if any) for the month in respect of which the statement of account is issued. The minimum monthly payment for that month will be the greater of 2.5% of the closing balance or \$20.
- 17.3 The statement of account will include all amounts owing under clauses 17.1 and 17.2 in the "Minimum Payment" amount on the statement.
- 17.4 You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 17.1 and 17.2. Subject to clause 13, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain transactions.
- 17.5 A payment of the account can only be made in Australia and in Australian dollars.
- 17.6 If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to the account in Australia in your absence.
- 17.7 For the purpose of this clause 17, a reversal or refund of charges to the account is not a payment to the account.
- 17.8 A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the statement due date. (The proceeds of any payment made by cheque or other instrument or through the bank@Post® system will not be available to increase the available credit amount until honoured.)
- 17.9 If the statement "Due Date" is not a business day, the payment must be made on or by the last business day immediately before the statement "Due Date".

- 17.10 If your cheque or other payment instrument is not honoured in full when first presented or if a payment through the bank@Post® system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee referred to in our Schedule of Fees and Charges.

## 18. Application of Payments

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

- non-interest free transactions;
- non-interest free charges;
- interest free transactions; and
- interest free charges.

## 19. Default

- 19.1 You will be in default under this contract if you:
- fail to pay us any amount when it is due;
  - exceed the credit limit;
  - fail to comply with any of your other obligations under the contract; or
  - give us incorrect or misleading information in connection with this contract.
- 19.2 If you default we may (subject to clause 19.3):
- cancel all cards;
  - require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);

- exercise any other rights that the law gives us; and
- require you to pay us on demand all enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.

19.3 Our right to take action against you under clause 19.2 may be subject to a requirement of the Credit Code that we first give a notice telling you what the default is, what you have to do to remedy the default, that you have to remedy the default within the specified period (at least 30 days from the date of the notice), and about your options and what can happen if the default is not remedied.

If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another of the same type.

19.4 If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, you must pay us interest on that amount daily until paid at the rate of interest applying to our VISA Credit Cards at that time.

## 20. Cancellation of the Card by Us

20.1 We reserve the right to close the account at any time.

- We may close the account without prior notice if:
  - we believe that use of a card or the account may cause loss to you or to us (for example, if you are in default under the contract or under the Conditions of Use applicable to another credit facility provided by us to you);
  - the account is inactive; or

- the credit limit has been exceeded; (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the credit limit has been exceeded.)

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

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

20.3 We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us.

## 21. Cancellation of the Card by You

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

21.2 You may request us in writing, in accordance with clause 4.5, to cancel the card of an additional cardholder.

21.3 Written requests should be mailed to bankmecu's postal address as set out in your statement of account.

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

22.1 When we cancel a card, including when you request it:

- we will confirm the cancellation;
- the card must not be used; and
- the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed.

- 22.2 If the account is closed, including when you request it:
- all cards must not be used;
  - all cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
  - you must pay the minimum monthly payment each month if an outstanding balance remains;
  - your obligations under the contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
  - you should cancel all periodic debit authorities which apply to the account.

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

## 23. Change of Address

You must tell us promptly if you change your address.

## 24. Changes to the Contract

- 24.1 We may change the contract at any time without your consent including:
- changing the annual percentage rate;
  - changing the method of calculating the minimum monthly payment;
  - changing the frequency of any payment;
  - changing the amount or frequency of payment of any fee or charge;
  - imposing a new fee or charge;

- reducing (but not increasing) the credit limit;
- changing the method of calculating or debiting interest; and
- changing the maximum daily cash withdrawal limit.

24.2 We will give you notice of any change in accordance with any requirement of the Credit Code or any other Code or law which may apply. For example, we will give:

- notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
- at least 20 days written notice if we:
  - a. increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
  - b. increase your liability for losses for EFT transactions;
  - c. impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment;
  - d. change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment; or
  - e. make any other change to the contract which increases your obligations or reduces the time for any payment;
- at least 30 days (or such lesser period as may be set by the Mutual Banking Code of Practice) written notice of:
  - a. any change in the manner in which interest is calculated or the frequency with which it is debited; or
  - b. the imposition of a new fee or charge.

24.3 We will supply information on current interest rates and fees and charges on request.

## 25. Card Renewal

We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this contract.

## 26. No Waiver

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

## 27. Assignment

We may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment.

## 28. Commissions and Related Payments

28.1 If you take out "Credit Card Insurance" (a form of consumer credit insurance) through an arrangement we have with an insurance company then we may receive commission for the introduction of insurance business. The commission will be disclosed to you in The Schedule.

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

## 29. Evidence

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

29.2 You also agree that a statement given by us stating the amount of the outstanding balance of the account, or any other amount recorded on the account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless the contrary is established, it is conclusive evidence.

## 30. Severability

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

## 31. Privacy

31.1 You agree that information about you (including credit information about you and the account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal as the principal member of VISA International), any person providing services in connection with the administration of your application or account (including your use of BPAY®) or the marketing of our services or those of any body corporate related to us.

31.2 You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

## 32. Card Security Guidelines

- 32.1 The security of your credit card is very important. The following guidelines provide examples of security measures and will not determine your liability for any losses resulting from unauthorised EFT transactions. Liability for such transactions will be determined in accordance with the Electronic Funds Transfer Code of Conduct.
- 32.2 Guidelines for ensuring the security of the card and PIN:
- a. sign the back of the card immediately upon receipt;
  - b. destroy the card on the expiry date by cutting it diagonally in half;
  - c. do not let anyone else use the card;
  - d. take reasonable steps to protect the card and PIN from loss, theft or unauthorised use;
  - e. notify us in accordance with clause 3.7 immediately you become aware that a card has been lost or stolen, or a card, PIN or card details have been used by someone else without your authority;
  - f. do not tell or show the PIN to another person or allow it to be seen by another person, including family and friends;
  - g. if you change the PIN, do not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else;

- h. do not record the PIN on the card or keep a record of the PIN on anything which is kept with or near the card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

## 33. Error or Dispute Resolution

- 33.1 If you have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should contact us promptly on the telephone numbers listed at the back of this booklet, as set out in our communication (including statements of account) with you or by visiting one of our service centres.
- 33.2 To assist with our investigations you will need to provide the following information:
- your name, address, membership number, card number and account details;
  - details of the transaction, charge, refund or payment in question;
  - the details of any error believed to have occurred on a statement of account; and
  - the amount of the suspected error or disputed transaction, charge, refund or payment.

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

We will investigate your complaint, and if unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

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

1. complete our investigation and advise you in writing of the results; or

2. advise you in writing that we require further time to complete our investigation. We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response. If your complaint has not been resolved within 120 days of receipt of the details of your complaint, we will resolve the complaint in your favour.

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

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 (if applicable) the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your account. If you are not satisfied with the decision, you may wish to take the matter further.

You may, for instance, contact the Financial Ombudsman Service or any other external resolution body which we utilise and advise from time to time. Details of the Financial Ombudsman Service may be obtained by contacting us or visiting our Internet address.

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:

1. give you copies of any documents or other evidence we relied upon; and
2. advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

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.

- 33.3 If we resolve your complaint by exercising our rights under the operating rules applicable to the VISA Credit Card Scheme, different time limits may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

#### 34. BPAY®

- 34.1 This clause will apply if you or an additional cardholder instruct us to make a BPAY® payment from your account.
- 34.2 We are a member of BPAY®. We will tell you if we are no longer a member of BPAY®.
- 34.3 We will advise you if and when other transactions can be made using BPAY® but until you are advised otherwise, you may use BPAY® only to make payments.

#### 34.4 Procedures

To instruct us to make a BPAY® payment you must advise us of the biller's code number (found on your bill), your Customer Reference Number (e.g. your account number with the biller), the amount to be paid and your card number. You acknowledge that we are not obliged to effect a BPAY® payment if you do not give us any of that information or if any of the information you give us is inaccurate.

- 34.5 We will debit the value of each BPAY® payment and any applicable fees to your account. Instructions will not be acted upon if there are insufficient funds available in your account.
- 34.6 A BPAY® payment is treated as received by the biller to whom it is directed:
- i. on the date you instruct us to make that payment, if we receive your instruction by the cut off time on a business day; or
  - ii. on the next business day after you instruct us to make the payment, if we receive your instruction after the cut off time on a business day or on a non-business day.

Notwithstanding this, a delay may occur in processing a BPAY® payment if a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

While it is expected that any delay in processing a BPAY® payment will not continue for more than one business day, it may continue for a longer period.

#### 34.7 Processing BPAY® payments

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY® payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount actually paid to the biller and the amount you needed to pay.

We will not accept an order to stop a BPAY® payment once you have instructed us to make that BPAY® payment.

You should check your statement of account carefully and promptly report to us as soon as you become aware of any BPAY® payments that you think are errors or that you did not authorise.

You should notify us immediately if you become aware that you have made a mistake (except for a mistake as to the amount you meant to pay – for those errors see above) when instructing us to make a BPAY® payment, or if you did not authorise a BPAY® payment that has been made from your account.

- 34.8 Liability for unauthorised transactions We will attempt to make sure your BPAY® payments are processed promptly by the participants in BPAY® and you must tell us promptly if:
- i. you become aware of any delays or mistakes in processing your BPAY® payment;
  - ii. you did not authorise a BPAY® payment that has been made from your account; or
  - iii. you think that you have been fraudulently induced to make a BPAY® payment.

Your liability for unauthorised transactions will be determined in accordance with clauses 34.9 to 34.12.

### 34.9 Liability for mistaken payments

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

### 34.10 Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under this clause or acted negligently or fraudulently under these Conditions of Use.

### 34.11 Biller consent

If you notify us that a BPAY® payment made from your account is unauthorised, you must provide us with a written consent addressed to the biller who received that payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we require to investigate the payment.

### 34.12 Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed.

If those laws or that code would make this clause illegal, void, unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted.

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

### 34.13 Reversals and Chargebacks

You are generally entitled to reverse or chargeback a transaction where you have used your VISA Credit Card to acquire goods or services and the merchant has not provided you with the goods and or services you paid for. Reversal and or chargeback is governed by the operating rules applicable to the VISA Credit Card Scheme.

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

## 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 the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## The Contract

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

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

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

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

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

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

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

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

### 3. Can I terminate the contract?

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change.

For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges;
  - or any other changes by your credit provider;except where the change reduces what you have to pay or the change happens automatically under the contract.

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

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

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

Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at 1300 780 808, [www.fos.org.au](http://www.fos.org.au), GPO Box 3, Melbourne VIC 3001.

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

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

## Insurance

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the costs of types of insurance specifically allowed by law.

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

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider.

In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

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

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

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

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

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

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

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

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

## Mortgages

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

A mortgage means that you give your credit provider certain rights over any property you mortgage.

If you default under your contract, you can lose that property and might still owe money to the credit provider.

16. **Should I get a copy of my mortgage?**

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

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

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

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

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

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods – give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you. You should understand that you may owe money to your credit provider even after mortgaged property is sold.

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

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

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

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

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

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

## General

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

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

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

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

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong. If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

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

25. Do I have any other rights and obligations?

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

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

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT 1300 780 808, WWW.FOS.ORG.AU, GPO BOX 3, MELBOURNE VIC 3001.

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

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

Please read the The Schedule and these conditions carefully. You should also read the information statement "Things You Should Know About Your Proposed Credit Contract" which appears at the end of these conditions.

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

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in the The Schedule.)

These Conditions of Use take effect on and from 1 September 2011 except as otherwise advised in writing and replace all VISA Credit Card Conditions of Use previously issued.

For more information call  
**132 888**, visit [bankmecu.com.au](http://bankmecu.com.au)  
or your local service centre.



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