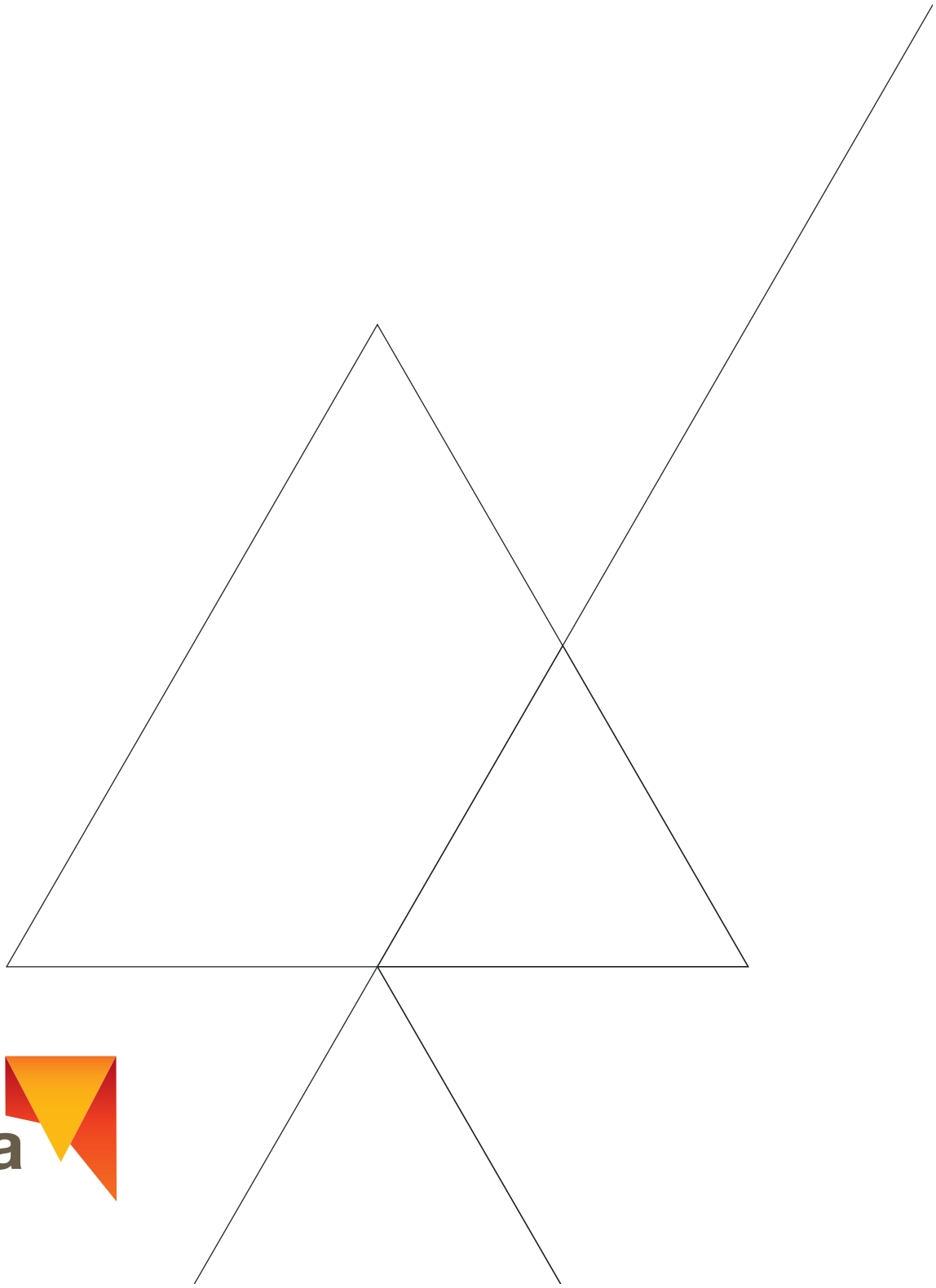
Visa Credit Card Terms and Conditions

Effective 8 March 2024



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Important information

The credit limit and all cards are offered to you on the terms set out in this Visa Credit Card Credit Contract, which comprises the Schedule and these Terms and Conditions. The Credit Contract governs the provision of credit, use of the cards and all transactions on the account.

Please read the Schedule and these Terms and 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 Terms and Conditions.

If you have any questions concerning this Credit Contract, please contact us.

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1. Definitions

In these Terms and Conditions and the Schedule:

access code means the password or number used to access your accounts via our Member Contact Centre;

account means the account we maintain in your name to record transactions under this Credit Contract;

account holder means the borrower(s) named in the Schedule;

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

ADI means a subscriber to the ePayments Code that is an authorised deposit-taking institution, except an authorised deposit-taking institution that is a provider of purchased payment facilities as designated by the Australian Prudential Regulation Authority;

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 electronic 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 negative (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, 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;

BPAY processing day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

business day means a day that is not a Saturday or Sunday or a public holiday 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 electronic terminal or by other means) and includes:

- 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);
- a funds transfer to another account held by you or a third party with us or another financial institution; or
- a BPAY payment;

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 this Credit Contract;

closing balance means the last account balance shown on a monthly statement of account given on the account;

Credit Contract means the Credit Contract between you and us, comprising these Terms and Conditions and the Schedule;

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;

debit user means a third party you authorise to debit your account pursuant to a Direct Debit Request or other similar periodic authority to debit your account;

delinquent account means the status of the account when you have not met the payment conditions under the Credit Contract;

digital wallet is a host card emulation facility allowing you to register your Visa card in a near field communication (NFC) enabled device to perform payWave transactions;

due date means the date identified in a monthly statement of account as the 'due date' and is the date on which the minimum monthly repayment is due;

EFTPOS (Electronic Funds Transfer Point of Sale terminal) is an electronic terminal which we advise can be used to make purchases with the use of the card;

electronic equipment includes, but is not limited to, an electronic terminal, computer, television and telephone;

electronic 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 electronic transaction and includes, but is not limited to, an ATM and EFTPOS;

electronic transaction means a payment, funds transfer or cash withdrawal transaction initiated using electronic equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature;

identifier means information that a cardholder must provide to perform a transaction and which the cardholder knows but is not required to keep secret, such as an account number or a serial number;

internet banking is our website service allowing you to receive account information and perform certain transactions on your accounts, and includes Mobile Banking;

internet payment means a payment through a 'pay anyone' banking facility and processed by us or another ADI through a direct debit or direct credit, as defined in the Bulk Electronic Clearing System Procedures;

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

minimum monthly repayment means the amount determined in accordance with clause 17.2. It will be included in the 'minimum payment' amount in your statement of account;

mistaken internet payment means a payment through a 'pay anyone' banking facility where funds are paid into the account of an unintended recipient because the sender uses the wrong identifier;

mobile banking is the Internet Banking service we provide through applications, software or websites allowing you to receive information about your accounts and perform certain types of transactions on your accounts using a mobile device;

mobile banking app means the applications that we make available to you to access Mobile Banking from a compatible device;

National Credit Code means the National Credit Code set out in Schedule 1 to the *National Consumer Credit Protection Act 2009 (Cth)*;

passcode means a PIN, user ID, phone lock passcode or any other password or code that the user must keep secret and which may be required to authenticate an electronic transaction or the user. It does not include a security number printed on a card;

payment sender means a person who performs a transaction using a 'pay anyone' banking facility;

PIN means the Personal Identification Number which is issued to a cardholder by us for use with a card;

purchase means any transaction (other than a cash advance and a balance transfer) 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;

receiving ADI means an ADI whose customer has received an internet payment. Where the internet payment is made to your account, it means us;

regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction;

Schedule means the Schedule attached to these Terms and Conditions. It forms part of your Credit Contract with us;

sending ADI means an ADI whose customer has made an internet payment. Where the internet payment is made from your account, it means us;

transaction means a transaction on your account, including withdrawing cash from an ATM, purchasing goods and/or services at Visa outlets, and making a payment via the internet or telephone using the card number;

unauthorised means without the knowledge or consent of a cardholder;

unauthorised transaction means a transaction that is not authorised and performed by you. It does not include any transaction that is performed by you or any authorised user, or by anyone who performs a transaction with your knowledge and consent;

unintended recipient means the recipient of funds as a result of a mistaken internet payment;

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;

user means you, any additional cardholder and any other individual authorised by you and us to perform transactions;

we, us, our or the Credit Union means Credit Union SA Ltd ABN 36 087 651 232; and

you and your means the account holder. If there is more than one account holder, each is liable jointly and severally under this Credit Contract, and under the National Credit Code, each account holder is entitled to receive a copy of any notice or other document issued under the Code. Where you do not wish to each receive separate copies of notices and other documents relating to your credit facility, you may nominate one account holder to receive them on behalf of all account holders. If you make such a nomination and you are not the person nominated, you give up the right to be provided with information direct from us. However, any account holder can advise us at any time in writing to cancel the nomination and we will issue separate notices and other documents to all account holders from that date. To set up a nominated account holder please contact us.

2. The Credit Contract

You will accept our offer and be bound by this Credit Contract (including these Terms and Conditions) when you first use your card or activate the account.

3. Account and card 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 this Credit Contract.

3.4 The account/card will be activated when you do one of the following:

- telephone us to activate the account/card (quoting your access code);
- tell us to activate the account/card when we telephone you;
- give us your written instruction to activate the account/card; or
- activate your card using internet banking.

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 any provisions in this Credit Contract to the contrary, 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 this Credit Contract.

3.7 We will provide a PIN to use the card with certain electronic equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the card. We may also give you or allow you to select another passcode for transactions. You must keep any passcode secret. Do not use a passcode that represents your birthday, postcode or a recognisable part of your name or address. If you do use an obvious passcode, you may be liable for any losses that occur. Please refer to clause 31 for more requirements and guidelines in relation to security.

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

- logging in to your Mobile Banking App and selecting the ***Card management*** menu item. Select your card from your card list and then ***Lost*** or ***Stolen card***. Select from either ***Lost card*** or ***Stolen card*** and follow the onscreen instructions to cancel it;
- logging in to your Internet Banking and selecting ***Cards > Card management*** and select ***Report card lost/stolen***;
- calling our Member Centre **(08) 8202 7777** (during business hours);
- telephoning the Card Service Centre 24 hour toll free hotline in Australia on the numbers listed below:

Visa card hotline
Australia wide toll free
1800 648 027
From overseas
+61 2 8299 9101

Please note that we do not have control over any charges applied by the local or international telephone company for contacting us.

3.9 If the loss, theft or misuse occurs outside Australia you or an additional cardholder must notify the loss, theft or misuse of the card or breach of passcode security:

- with us by logging in to your Mobile Banking App and selecting the ***Card management*** menu item. Select your card from your card list and then ***Lost*** or ***Stolen card***. Select from either ***Lost card*** or ***Stolen card*** and follow the onscreen instructions to cancel it;
- with us by logging in to your Internet Banking and selecting ***Cards > Card management*** and select ***Report card lost/stolen***;

- with us by telephone or priority paid mail as soon as possible; or
- by telephoning the Visa card hotline number for the country the user is/ are in, which must be obtained from us prior to departure (see Clause 15).

Please note that we do not have control over any charges applied by the local or international telephone company for contacting us.

3.10 We or the hotline 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.

3.11 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.

3.12 Delay in notifying us may increase your liability.

3.13 You are not liable for losses arising from an unauthorised electronic transaction:

- where it is clear that a user has not contributed to the loss;
- 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 or their employee or agent;
- caused by the same transaction being incorrectly debited more than once to the same account;
- caused by a forged, faulty, expired or cancelled card, identifier or passcode;
- caused by an electronic transaction which does not require passcode authorisation that occurred before receipt of the card;
- caused by an electronic transaction which requires passcode authorisation that occurred before receipt of the passcode;
- arising from an unauthorised electronic transaction that can be made using an identifier without the card or passcode; or
- arising from an unauthorised transaction that can be made using the card, or the card and an identifier, but without a passcode, if you do not unreasonably delay reporting the loss or theft of the card.

3.14 If there is a dispute about whether a user received a card or passcode:

- it is presumed that the user did not receive it, unless we can prove that the user did receive it;
- we can prove that the user did receive it by obtaining an acknowledgment of receipt from a user; and
- we may not rely on proof of delivery to the correct mailing address or electronic address of the user to prove that the user did receive it.

3.15 Where we can prove on the balance of probability that a user contributed to a loss from an unauthorised electronic transaction through fraud, or breaching the passcode security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the card or breach of passcode security is reported to us or the Visa card hotline. However, you will not be liable for the portion of losses:

- incurred on any one day that exceeds any applicable daily transaction limit on your account;
- incurred in any one period that exceeds any applicable periodic transaction limit on your account;
- that exceeds the balance of your account, including the credit limit on the account; or
- incurred on any account which you had not agreed with us could be accessed using the card or identifier and/or passcode used to perform the electronic transaction.

3.16 You are liable for losses arising from unauthorised electronic transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

3.17 Where we can prove on the balance of probability that a user contributed to losses resulting from an unauthorised electronic transaction by unreasonably delaying reporting the misuse, loss or theft of a card, or that the passcode security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen card), and when the security compromise was reported to us or the Visa card hotline. However, you are not liable for the portion of losses:

- incurred on any one day that exceeds any applicable daily transaction limit on your account;
- incurred in any one period that exceeds any applicable periodic transaction limit on your account;
- that exceeds the balance of your account, including the credit limit on the account; or
- incurred on any account which you had not agreed with us could be accessed using the card or identifier and/or passcode used to perform the electronic transaction.

3.18 Where a passcode was required to perform an unauthorised transaction and clauses 3.15, 3.16 and 3.17 do not apply, your liability is the lesser of:

- $150;
- 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 breach of passcode security (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
- the balance of your account.

3.19 If a user reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 3 that would exceed the amount of your liability had we exercised any rights under the operating rules applicable to the Visa credit card scheme at the time the report was made against other parties to that scheme.

3.20 You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with a user's instructions. If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

3.21 Notwithstanding any of the above provisions, your liability in the event of an unauthorised electronic transaction will not exceed your liability under the provisions of the ePayments Code, where that code applies.

3.22 For a transaction that is not an unauthorised electronic transaction, if a card or passcode is used without authority, you are liable for that use before notification to us or the Visa card hotline of the unauthorised use, 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.

3.23 We will accept a report of an unauthorised transaction provided you submit the report to us within the timeframe included in the ePayments Code, from the day you first become aware of the unauthorised transaction.

4. Additional cardholders

4.1 We may issue a card to any additional cardholder 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)*.

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 this Credit Contract, reads and understands it and protects their card and PIN and any other passcode in the same way as this Credit Contract requires you to protect your card and PIN and any other passcode. If an additional cardholder does not comply with this Credit Contract, you will be liable to us.

4.4 You acknowledge and agree that any additional cardholder can:

- operate the 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 repayment.

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. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the additional cardholder after we receive your instructions to revoke their authority.

5. Credit limit

5.1 Subject to clause 5.4, we agree to make available to you credit up to the credit limit 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 You can ask us to reduce the credit limit at any time to any amount (including nil).

5.4 We can reduce or cancel the credit limit at any time, whether or not you are in default under this Credit Contract and without your consent. We do not have to notify you beforehand, but unless you are in default we will notify you as soon as practicable afterwards.

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

5.6 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 ePayments Code and the Customer Owned Banking Code of Practice (COBCOP), where those requirements apply to your dealings with us. You can download a copy of the COBCOP from: creditunionsa.com.au/about-us/our-ethics

6.2 You may obtain general descriptive information about our 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$2,000 or such other amount as we advise you of from time to time in accordance with clause 24.

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

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;
- for an international transaction, 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 on-line.

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.

7.9 If you have been issued with a Visa payWave card which is identifiable by the payWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your card against the contactless reader.

7.10 Payments using the payWave functionality can only be made at a participating merchant outlet and if your purchase is under AU$200. If your purchase is equal to or over AU$200, you'll still need to enter a PIN. Visa payWave purchases are limited to 20 transactions per day, with a daily limit of $1,000. Once this cap is reached, you will need to enter your PIN to make further purchases.

7.11 The Visa and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa payWave transactions as your other Visa card transactions.

7.12 Registration of your Visa card into a digital wallet is subject to us identifying and verifying you. It is our discretion to allow you to register. Once registered, you can make purchases at participating merchants as if the device was a Visa payWave enabled card. The same conditions apply to your transactions using a digital wallet as your other transactions using your Visa card. The Deposit Accounts and Access Services Terms and Conditions also apply with respect to electronic transactions using a digital wallet.

7.13 Payments using the digital wallet are subject to the same transaction limits as payWave set out in clause 7.10. and/or any transaction limits imposed by the merchant. All applicable fees relating to the use of your Visa card apply. We do not charge for allowing registration of a digital wallet

but there may be charges by your telecommunications provider for using the device.

7.14 We do not guarantee a digital wallet will be accepted by all merchants and we are not liable to you for any loss you suffer if a merchant refuses to accept a digital wallet. There will be additional terms and conditions issued by the digital wallet provider and your telecommunications provider. We are not the provider of the digital wallet and not responsible for its use and function and questions about its use or problems must be directed to the digital wallet provider. The digital wallet provider is responsible for security breaches affecting information stored in and sent from a digital wallet. Follow the procedures of the digital wallet provider to remove your Visa card from a digital wallet.

7.15 At any time we can block you adding your Visa card to a digital wallet, suspend your ability to use your Visa card to make purchases using a digital wallet or cancel your ability to use your Visa card in a digital wallet. We may do this for any reason such as suspected fraud, if you have an overdue or negative balance on your account, if the law changes or we are directed to do so by the digital wallet provider or by Visa international. We can cease to support digital wallets at any time.

7.16 By registering, you agree that we may exchange information about you with the digital wallet provider and Visa to enable the use or the improvement of the digital wallet, and providing information to you about your digital wallet transactions.

WARNING: If you add your Visa card to one of your devices and have other devices sharing the same account this may allow your Visa card to be added to the other devices and permit the users of those devices to see card information. Contact your digital wallet provider for more information.

8. Authorisation by us

8.1 We may choose at any time not to authorise a transaction, where this is required for security or credit risk purposes. We will 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 this Credit Contract.

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 a debit user pursuant to a periodic authority to debit the account.

9.2 To cancel such an authority, you may notify us or the debit user according to any arrangements between you and the debit user. If you notify us, you must do so at least five business days before the next debit to your account is due.

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

9.4 If there are insufficient funds in your account at the time a direct debit is set to occur, you may incur a fee if the direct debit is dishonoured. Refer to Clause 14 for further details on fees and charges.

10. Card acceptance

10.1 Financial institutions and merchants displaying the Visa symbol will normally honour your card. However, 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 card.

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

10.3 Unless required to do so by law (for example, by the consumer guarantees that services will be rendered with due care and skill and will be fit for their purpose), 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. However, you are generally entitled to reverse or charge back a transaction where the transaction has been effected using the card or by providing the card details to acquire goods or services and you have a dispute with the merchant (for instance, the merchant has not provided you with the goods and/ or services you paid for and you have tried to get a refund and were unsuccessful). Chargebacks are governed by the operating rules applicable to the Visa credit card scheme.

10.4 Please contact us for more information about your chargeback rights.

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

11. Balance transfer

11.1 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 more;
- the other account is not delinquent;
- a balance transfer cannot be processed to pay out a Credit Union account under your membership; and
- a balance transfer may be refused by us at our discretion.

11.2 We will not close the other account for you and you must continue to comply with the terms and conditions (including payment) for the other account.

11.3 Balance transfers can take up to 30 days to be effected, and it is your responsibility to ensure that when the balance transfer is effected your account balance does not exceed the credit limit.

11.4 We will give you 30 days written notice of your balance transfer expiring.

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.

13. Interest

13.1 You agree to pay us interest in accordance with this clause 13 and you authorise us to debit it to your account.

13.2 We will not charge interest on a purchase listed in a statement of account to the extent that you:

- pay the closing balance of that statement of account in full by the due date; and
- no part of that payment is applied by us, in accordance with clause 18, to an amount owing on a previous statement of account.

Otherwise, interest will be payable in accordance with clause 13.4 on each purchase listed in the statement of account either:

- from the day after the applicable due date if you are in an interest free period; or
- from the date the purchase is posted to your account if you are already ineligible for an interest free period.

An interest free period does not apply on purchases made on your account whilst a balance transfer balance remains unpaid unless you pay your full closing balance (inclusive of the amount of the balance transfer) by the due date and you are currently eligible for interest free prior to the balance transfer being initiated.

13.3 There is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13.4 from the date the transaction is posted to your account until the date the transaction is paid in full.

13.4 Subject to clause 13.2, 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.

13.5 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 this Credit Contract or as notified under clause 24. We may debit them to the account and they will appear in your statement of account.

14.2 You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or this Credit Contract, the use of the card or any transaction in relation to the account.

14.3 You must pay the annual card fee referred to in the Schedule (as varied from time to time). The annual card fee will be debited to the account when it falls due and will be charged annually in advance until the account is closed and is paid in full (except where the Schedule otherwise provides). No refund of the annual card fee, or any part of it, is payable when the account is closed.

14.4 Where you lose or misplace your card, and you request for a new card to be issued, a fee will apply. Refer to the Personal Loan and Visa Credit Card Interest Rates and Fees and Charges brochure.

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

14.6 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 in a foreign currency on the card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which Visa processes the transaction).

15.2 All transactions made overseas on the Visa card are subject to a conversion fee equal to 3% of the Australian dollar value of the transaction, of which 1% is retained by us, 1% is payable to Visa and 1% is payable to Cuscal, the principal member of Visa Worldwide 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 electronic 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 Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as dynamic currency conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

15.5 Before travelling overseas, you or an additional cardholder should consult us to obtain the Visa card hotline telephone numbers for the country(ies) of destination.

15.6 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.

NOTE: It is not always possible to ascertain whether it is the merchant or the processing entity that is located overseas. Shopping websites with a domain name that ends in '.com.au' may appear to be an Australian business, but they or their bank may be located overseas and you may be charged a currency conversion fee.

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 six 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 Credit 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, including via our internet banking service.

17. Payments

17.1 You must pay us immediately upon receipt of a 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 repayment 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. If you do not pay the minimum monthly payment by the statement due date, a late payment fee may apply as specified in the Schedule. The minimum monthly repayment for that month will be 2% of the closing balance shown on your monthly statement or a minimum of $10, whichever is greater, provided that if the closing balance is less than $10 the minimum monthly repayment will be that balance.

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 If you receive an over-limit letter, you must pay us immediately upon receipt of the over-limit letter, the amount (if any) by which the current balance exceeds the credit limit.

17.5 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 by the due date, you may be entitled to an interest-free period in respect of certain transactions.

17.6 A payment of the account can only be made in Australia and in Australian dollars. 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 a third party will not be available to increase the available credit amount until honoured).

17.9 If the due date is not a business day, the payment must be made on or by the last business day immediately before the due date.

17.10 If your cheque or other payment instrument is not honoured in full when first presented, the payment will not constitute a valid payment and you will be charged the applicable dishonour fee referred to in the Schedule.

18. Application of payments

18.1 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:

- interest charges;
- Government duties or charges;
- non-interest free transactions (e.g. cash advances and balance transfers);
- interest free charges (e.g. the annual card fee and home loan package fee); and
- interest free transactions (e.g. any interest free purchases).

19. Default

19.1 You will be in default under this Credit 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 this Credit Contract; or
- give us incorrect or misleading information in connection with this Credit 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 this Credit 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 National Consumer Credit Protection Act that we first give a notice requiring you to remedy the default. 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. If you do not comply with the notice, if we are not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under clause 19.2.

19.4 If an obligation to pay us an amount under this Credit 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.

20.2 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 or where required for security or credit risk purposes;
- 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).

20.3 Unless you are in default or we have previously given you notice to that effect, we will give you written notice as soon as possible after we close your account.

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

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

20.6 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 or verbal 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 or by calling us, in accordance with clause 4.5, to cancel the card of an additional cardholder.

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, or the balance of the account if we demand it;
- your obligations under this Credit Contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under this Credit Contract and which are not yet debited to the account); and
- you should cancel all direct debit and other periodic debit authorities which apply to the account.

22.3 If the account has a positive (credit) balance when it is closed, we will return the funds to you by way of electronic funds transfer to a nominated account or by cash from a branch, unless those funds have been remitted as unclaimed money in accordance with the law.

23. Change of address

You must tell us promptly if you change your address.

24. Changes to this Credit Contract

24.1 We may change the contract at any time without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- to reflect any decision of a court or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- as a result of changed circumstances (including by adding benefits or new features);
- to respond proportionately to changes in the cost of providing the card or the account (including by changing interest rates); or
- to make them clearer.

24.2 The changes we may make include:

- 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 or any interest free period; and
- changing the maximum daily cash withdrawal limit or any other transaction limit.

24.3 We will give you notice of any change in accordance with any requirement of the *National Consumer Credit Protection Act 2009 (Cth)* or any other Code or law which may apply.

24.4 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.

24.5 We will give at least 20 days written notice if we:

- 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;
- increase your liability for losses for electronic transactions;
- 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;
- change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment; or
- make any other change to the contract which increases your obligations or reduces the time for any payment.

24.6 We will give at least 20 days (or such lesser period as may be set by the Consumer Owned Banking Code of Practice) written notice of any change in the manner in which interest is calculated or the frequency with which it is debited, or the imposition of a new fee or charge.

24.7 To the extent permitted by law, we are not required to give you advance notice of:

- a reduction or cancellation of daily card limits for electronic transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
- other changes to these Terms and Conditions,

where these changes are required to immediately restore or maintain the security of our systems, access services or account, the prevention of systemic or individual criminal activity, including fraud.

24.8 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 Credit Contract.

26. No waiver

Our rights under this Credit 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 this Credit 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. Evidence

28.1 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 you show satisfactory evidence to the contrary, it is conclusive evidence.

28.2 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 you show satisfactory evidence to the contrary, it is conclusive evidence.

29. Credit Code

If any provision of this Credit Contract is invalid or unenforceable under the *National Consumer Credit Protection Act 2009 (Cth)* including the National Credit Code, it is to be severed from the Credit Contract without affecting the validity of the remainder.

30. Privacy

30.1 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 Limited as the principal member of Visa Worldwide), 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.

30.2 Our Privacy Notice sets out more information about how we collect and use your information. A copy of the Privacy Notice will be given to you when you become a member of us.

30.3 To find out more information on how and why personal information is collected and how we deal with your personal information, you can also access our Privacy Policy at creditunionsa.com.au/legal/privacy or you can request a hard copy by phoning our Member Contact Centre or from any of our branches.

30.4 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.

31. Card security guidelines

31.1 A user must not voluntarily disclose a PIN or passcode to anyone, including a family member or friend.

31.2 A user must not write or record a passcode on the card, or keep a record of the passcode on anything carried with the card or liable to loss or theft simultaneously with the card, unless the user makes a reasonable attempt to protect the security of the passcode.

31.3 If a card is not needed to perform an electronic transaction, a user must not keep a written record of all passcodes required to perform

electronic transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode.

31.4 A reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode record, including by:

- hiding or disguising the passcode record among other records;
- hiding or disguising the pass code record in a place where a passcode record would not be expected to be found;
- keeping a record of the passcode record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the passcode record.

31.5 A user must not be extremely careless in failing to protect the security of a passcode. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

32. Error or dispute resolution

32.1 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 within and at the back of this booklet, as set out in our communications (including statements of account) with you or by visiting our King William Street branch.

32.2 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.

32.3 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.

32.4 We will try to resolve your complaint as soon as possible ("on the spot"). Rest assured we will do everything we can to resolve it to your satisfaction. If we are not able to resolve your complaint immediately, we will acknowledge and investigate your complaint providing you with an update on its progress within 3 business days of receiving it. We will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

32.5 We will do our best to ensure that our investigation is completed within 21 days of receipt from you of the details of your complaint. However, in some cases it may take up to 30 days if we need more information to assess your complaint or if your complaint is complex. We will complete our investigation and advise you in writing of the results, or advise you in writing that we require further time to complete our investigation (timeframe depends on what your complaint is about). We will provide regular progress updates..

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

32.7 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.

32.8 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.

32.9 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 this Credit Contract and (if applicable) the ePayments Code and advise you of any adjustments we have made to your account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).

32.10 If your complaint remains unresolved after 45 days, or if you are unhappy with the final outcome, you may wish to refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA is the Australian Securities and Investments Commission external complaints scheme and 100% independent. AFCA will fully investigate your complaint and our handling of it, at no cost to you:

Phone: 1800 931 678
9am - 5pm AEST

Email: info@afca.org.au

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Web: www.afca.org.au

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

32.12 If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.

32.13 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.

33. BPAY

33.1 This clause will apply if you or an additional cardholder instructs us to make a BPAY payment from your account.

33.2 We are a member of BPAY. We will tell you if we are no longer a member of BPAY.

33.3 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. BPAY payments are subject to a maximum daily limit of $5,000 per day if performed using our phone banking service or $10,000 per day if performed using our internet banking service. We may amend these limits at any time subject to the requirements of clause 24.

33.4 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.

33.5 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.

33.6 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.

33.7 A BPAY payment is treated as received by the biller to whom it is directed:

- on the date you make that BPAY payment, if you tell us to make the BPAY payment before our cut-off time on a BPAY processing day; or
- on the next business day, if you tell us to make a BPAY payment after our cut-off time on a business day or a day that is not a BPAY processing 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.

33.8 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.

33.9 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 and the amount you needed to pay; or
- the amount you paid was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess.

33.10 Except where you have instructed us to make a BPAY payment at a future date, we will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment. For future-dated payments, you must request us to stop the payment at least one business day before the payment is processed.

33.11 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.

33.12 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.

33.13 We will attempt to make sure your BPAY payments are processed promptly by the participants in BPAY.

33.14 You must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY payment;
- you did not authorise a BPAY payment that has been made from your account; or
- you think that you have been fraudulently induced to make a BPAY payment.

33.15 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.

33.16 Your liability for BPAY payments which are unauthorised electronic transactions will be determined in accordance with clauses 3.13 to 3.21.

33.17 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.

33.18 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 acted negligently or fraudulently under these terms and conditions in relation to a BPAY payment.

33.19 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. 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.

33.20 BPAY payments are irrevocable. BPAY payments for goods and/or services using your card will also be governed by the operating rules applicable to BPAY as published by BPAY from time to time. If you use your 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.

34. Regular payment arrangements

34.1 You should maintain a record of any regular payment arrangement that you have entered into with a merchant.

34.2 To change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. If possible you should retain a copy of the change/cancellation request. Should the merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you may make a complaint to us in accordance with clause 32.

34.3 Should your card details be changed (for example if your card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.

34.4 Should your card be cancelled for any reason, or should you card expire, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

35. Mistaken internet payments

35.1 When you make an internet payment it is important that you enter the correct details of the recipient. There are risks if you make a mistaken internet payment. The funds may be credited to the account of an unintended recipient if the BSB number or account details do not belong to the named recipient. It may not be possible to recover funds from an unintended recipient.

35.2 To report a mistaken internet payment, please contact our Member Contact Centre. We will not charge you a fee for contacting us. We will acknowledge the receipt of your report of a mistaken internet payment. Our acknowledgment does not have to be in writing, but will enable you to verify that you have made a report and when it was made.

35.3 Where you report a mistaken internet payment (you are the payment sender and we are the sending ADI), we will investigate whether a mistaken internet payment has occurred. If we are satisfied that a mistaken

internet payment has occurred, we will send the receiving ADI a request for the return of the funds as soon as reasonably possible and no later than 5 business days from the time you submitted your report of a mistaken internet payment.If we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action.

35.4 If you are the recipient of a mistaken internet payment (we are the receiving ADI), the sending ADI will send us a request for return of the funds and we must comply with our obligations under the ePayments Code and these terms and conditions.

35.5 When a receiving ADI receives a request from a sending ADI for the return of funds from a mistaken internet payment, the receiving ADI must within five business days acknowledge the request and advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

35.6 The procedures in clauses 35.7, 35.8 and 35.9 will apply when a mistaken internet payment is reported by a payment sender, the sending ADI is satisfied that a mistaken internet payment has occurred, and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment. The mistaken internet payment may be a payment made from your account or a payment made to your account.

35.7 When the report of the mistaken internet payment is made within 10 business days of making the payment:

- if satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within five business days of receiving the request from the sending ADI, if practicable, or such longer period as is reasonably necessary, up to a maximum of 10 business days;
- if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the payment sender; and
- the sending ADI must return the funds to the payment sender as soon as practicable.

35.8 When the report of the mistaken internet payment is made between 10 business days and seven months after making the payment:

- the receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request;
- if satisfied that a mistaken internet payment has occurred, the receiving ADI must prevent the unintended recipient from withdrawing the funds for 10 further business days and notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds;
- if the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account;
- if the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the payment sender; and
- the sending ADI must return the funds to the payment sender as soon as practicable.

35.9 When the report of the mistaken internet payment is made more than seven months after making the payment:

- if the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the payment sender;
- if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the payment sender; and
- if the unintended recipient consents to the return of the funds, the receiving ADI must return the funds to the sending ADI and the sending ADI must return the funds to the payment sender as soon as practicable.

35.10 Where the unintended recipient of a mistaken internet payment is receiving income support payments from Services Australia or Department of Veterans' Affairs payments, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation: Recovery of debts from customer nominated bank accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

35.11 Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must exercise discretion, based on an appropriate weighing of interests of both the payment sender and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should:

- pursue the return of funds to the total value of the mistaken internet payment,
- pursue the return of funds representing only a partial amount of the total value of the mistaken internet payment, or
- not pursue any return of funds (whether partial or total).

35.12 We must inform you in writing of the outcome of your reported mistaken internet payment, within 30 business days of the day on which your report is made.

35.13 If you report a mistaken internet payment, you can complain to us about how the report is dealt with, including that we and/or the receiving ADI were not satisfied that a mistaken internet payment has occurred or have not complied with the processes and timeframes set out in this clause 35. You can complain to us in the manner described in clause 32.

Information statement

The National Consumer Credit Protection Act requires us to give you this statement. References in it to the credit provider are references to us.

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 Credit Contract.

If you have any concerns about your Credit 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 precontractual statement containing certain information about your Credit 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 is to be signed by you and returned to the credit provider you must be given a copy to keep.

Also, you must be given 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 online through Internet Banking, in person at a branch or over the phone 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 the credit provider has not been used to acquire goods or services for which credit is to be provided under this Credit Contract.

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

4. Can I pay out my credit contract 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 or call 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 seven 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.

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 by your credit provider.
- 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.

General

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

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

- to reduce the amount of each payment; or
- to defer payments for a specified period.

11. What if my credit provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer agency or the Australian Competition and Consumer Commission, or get legal advice.

13. 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 doubts, or want more information, contact your Government Consumer Agency or get legal advice.

Please keep this Information statement. You may wish to refer to this information in the future.

Want to know more about Credit Union SA or any of our products or services?
We'd be delighted to help.

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