



**AUSWIDE**  
— **BANK** —

# **VISA CREDIT CARD**

**TERMS AND CONDITIONS**

**Effective from 1st November 2018**





- PART 1** Guide to Auswide Bank Visa Credit Card
- PART 2** Electronic Banking - Terms and Conditions
- PART 3** Changes to Terms and Conditions of your Auswide Bank Visa Credit Card
- PART 4** Information Statement
- PART 5** Definitions

**These Credit Card Terms and Conditions form part of and should be read with the Credit Card Offer signed by us.**

These Credit Card Terms and Conditions together with the Credit Card Offer form the Credit Card Contract between you and us in relation to your Card. Please see PART 5 – Definitions for definitions of words and terms used in this agreement.

This document contains important information and sets out the rules governing the operation of your Card Account and your rights and obligations in using your Card. You should retain this booklet for future reference. It is very important that you read and understand the agreement between us. Please contact us if you do not understand or are unsure about any aspect of the agreement.

We will treat activation or first use of a Card or your Card Account as acceptance by you of the Credit Card Contract.

If you do not agree to the terms and conditions in the Credit Card Contract:

- Do not activate your Card;
- Do not use your Card Account;
- Destroy your Card (and any additional Cards) by cutting it into several pieces, ensuring that the magnetic strip and chip are cut in half, and disposing of them securely;
- Destroy your PIN advice; and
- Contact us immediately to tell us by calling 1300 138 831.

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**THESE CREDIT CARD TERMS AND CONDITIONS  
FORM PART OF AND SHOULD BE READ WITH THE  
CREDIT CARD OFFER SIGNED BY US.**

**PART 1. GUIDE TO AUSWIDE BANK VISA CREDIT  
CARD**

**1.1 SECURITY**

As a security precaution, your personal identification number (PIN) will be mailed to you separately from these Credit Card Terms and Conditions and your Cards. The security of your Card and PIN is very important.

Further information on your obligations to secure your Card and all Codes (including your PIN) is provided in 2.3 - Security of Cards and Codes of these Credit Card Terms and Conditions. If your Card is lost or stolen, please report it immediately by phoning 1800 252 730 (in Australia) or +612 9959 7885 (from overseas).

**1.2 YOUR RESPONSIBILITY FOR USE**

You are responsible for each Purchase and cash withdrawal made using your Visa Credit Card or Card Account. This applies regardless of whether the Purchase or cash withdrawal is made at your request or by the use of your Visa Credit Card. There are limits on your liability for unauthorised use set out in 2.11 - Electronic Banking – Unauthorised Transactions. You are responsible for the security of any Card issued to you. Any Card issued to you is for your use only and you are responsible for keeping your Card in a safe place and providing protection from theft and misuse.

**1.3 ACTIVATING YOUR CARD ACCOUNT**

**1.3.1** You must sign the signature panel on the reverse of the Card with a ballpoint pen immediately upon receiving it. You must ensure that Additional Cardholders do the same with their Card.

**1.3.2** When a User receives their Card, it must first be activated by following our instructions. The first time a User activates or uses a Card after receiving it or otherwise operates or authorises the operation of the Card Account, you will automatically be agreeing to the Credit Card Contract.

**1.3.3** If you do not agree with these Credit Card Terms and Conditions and the Credit Card Offer (together, the Credit Card Contract) do not:

- (a) activate your Card, or sign or use your Card; or
- (b) otherwise operate your Card Account or authorise the operation of your Card Account; or
- (c) permit an Additional Cardholder to activate, sign or use their Card or operate your Card Account.
- (d) If you do not activate your Card within 90 days from the approval of your Credit Card Account we may cancel your Card and close your account.

#### **1.4 YOUR CREDIT LIMIT**

**1.4.1** We will make funds available to you up to the Credit Limit.

**1.4.2** You agree to ensure that the Outstanding Balance does not exceed the Credit Limit.

**1.4.3** If your Credit Limit is exceeded at any time:

- (a) you must immediately pay the Excess without our requesting it; and
- (b) by authorising a Transaction that causes the Credit Limit to be exceeded, we are not agreeing to an increase in your Credit Limit.

**1.4.4** We may reduce the Credit Limit or stop providing further credit without your consent at any time by giving you 60 days notice.

**1.4.5** You can ask us at any time to increase or decrease your Credit Limit. We may only increase your Credit Limit if you request us to. We are not obliged to agree to any increase to your Credit Limit. If we agree to a decrease to your Credit Limit, you must ensure that the Outstanding Balance does not exceed your new Credit Limit.

#### **1.5 USING THE CARD**

**1.5.1** The Visa Credit Card is accepted at millions of locations worldwide. You can also make withdrawals from ATMs where the Visa logo is displayed to avoid carrying large amounts of cash (fees and interest charges apply). A fee may be imposed by the ATM provider. You may be able to use your Visa Credit Card details through an electronic banking facility. A User may also use their Card to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by us from time to time where the merchant accepts that form of payment. Merchants may charge fees for payment by credit Card.

**1.5.2** Your Card may be able to be used overseas through any ATM or bank branch displaying the Visa logo. In these cases, foreign currency amounts will be converted into Australian Dollars as at the date they are processed. The amount debited to your Card Account will include currency conversion charges.

An overseas ATM or bank can be used by you subject to their terms and conditions. A fee may be charged by the foreign institution when you use your Card at an ATM or bank overseas.

You may not make a deposit into your Card Account at an ATM. We may allow you to withdraw cash from your Card Account at an Auswide Bank branch or agency, subject to your Daily Transaction Limit. Individual ATMs or EFTPOS terminals may not have money available and may not accept your Card. If an ATM does not return your card, you should contact us.

**1.5.3** Your Visa Credit Card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa Card Scheme. This does not mean that all goods and services available at those premises may be

Purchased by use of the Card. You authorise us to debit your Card Account for all Transactions authorised by you or a User.

When completing a transaction, you must ensure that the details are correct prior to authorisation and you should retain for your records any receipt or voucher issued. You should ensure the Transaction amount is correct before:

- you sign vouchers or Transaction records given to you by merchants or a financial institution;
- you enter your Code (which includes your Personal Identification Number (PIN) or other identifying number and/or password) at an electronic banking facility;
- you give your Visa Credit Card details to an online merchant; and
- authorising the amount for a Visa PayWave or a VisaEasy Payment Service Transaction.

By signing a voucher or Transaction record, entering your Code (which includes your PIN or other identifying number and/or password), giving your Visa Credit Card details to an online merchant or presenting your Card for a contactless payment via Visa PayWave at an electronic banking facility, you are agreeing that the Transaction amount is correct.

**1.5.4** Some Transactions need authorisation from us before they can proceed. We may choose not to authorise a transaction. Once a Transaction is authorised, it cannot be stopped.

**1.5.5** Once authorisation for a Transaction is obtained, it will reduce the amount of Available Funds in your account. If the Transaction is not completed, the amount of Available Funds in your Card Account may continue to be reduced for up to ten Business Days after the authorisation is obtained.

**1.5.6** Use of a Card is an irrevocable instruction by a User to us to process the transaction. We are unable to alter or stop payment of a Transaction prior to processing.

**1.5.7** We are not responsible for goods or services obtained using your Card unless the law makes us liable. If a User has any complaint about goods or services obtained using the Card, it must be taken up with the merchant or supplier.

Your Visa Credit Card must not be used for any unlawful purpose, including the Purchase of goods or services, prohibited by any law in the cardholder's jurisdiction. We may temporarily block, suspend, cancel your Card or reduce your limit where we have reason to suspect inappropriate, unauthorised or unlawful activity on your Card. We will endeavour to contact you in this event.

**1.5.8** Transactions made overseas using your Card may take longer than normal to be processed to your Card Account and appear on your statement. Overseas Transaction amounts are converted into Australian Dollars by Visa International at a conversion rate chosen by them (see 1.17 Currency Conversions), plus a conversion levied by them. Please see the fees and charges schedule for details of the current conversion fee.

**1.5.9** Each Card is for the sole and personal use of the person named on it and is only valid up to the expiry date shown on it.



**1.5.10** Each Card remains our property.

**1.5.11** You or an Additional Cardholder may order a replacement Card at any time by contacting us. A fee may apply for issuing the replacement Card. The use of any replacement Card is subject to the contract.

## **1.6 LINKED ACCOUNTS**

**1.6.1** We may allow a User to link their Card to a nominated account for the purposes of operating that account ("Linked Account").

**1.6.2** A User may use their Card and PIN to access their Linked Account and obtain cash or goods.

**1.6.3** You acknowledge that by a User linking an account to a Card, you increase the risk of loss for which you could be liable if the Card is used without a User's knowledge or consent.

## **1.7 BALANCE TRANSFERS**

**1.7.1** At our discretion, we may accept requests by you to transfer balances from another non-Auswide Bank credit Card or store Card. Requests for transfers by Additional Cardholders will not be accepted.

**1.7.2** Requests for transfers may automatically be refused where:

- (a) the balance you wish to transfer relates to credit Cards or store Cards issued outside Australia;
- (b) you are in default under your Card Account: or
- (c) you are in default under the account from which you wish to make the Balance Transfer at the time of your application.

A request for a Balance Transfer may also be refused by us at our discretion. Balance Transfers are subject to credit approvals in accordance with the law.

**1.7.3** If the amount you wish to transfer would cause you to reach or exceed the Credit Limit on your Card Account, we may, at our discretion, only transfer such amount so that the balance on your Card Account will reach 95% of your Credit Limit.

**1.7.4** Payments to your nominated Card issuer will usually be made within 14 Business Days of approving your request or activation of your Card, whichever is the later. We are not responsible for any delay in processing any Balance Transfer request. You remain responsible for any other payments due on your nominated account in accordance with the terms and conditions that apply to that account.

**1.7.5** If the Balance Transfer is processed, it will appear on your next statement.

**1.7.6** If it is a condition of our offer to you that you must close an existing Card Account, it is your responsibility to arrange this as soon as possible after we have processed your Balance Transfer request.

**1.7.7** Auswide Bank cannot accept transfers to your Card from other Auswide Bank issued Credit Card or Loan Accounts.

**1.7.8** Unless an interest-free period applies, interest at the Annual Interest Rate for Purchases applicable to your Auswide Bank credit Card is charged on Balance Transfers from the date Auswide Bank debits your Card Account.

## **1.8 ADDITIONAL CARDHOLDERS**

**1.8.1** You may nominate anyone over the age of 16 to be an Additional Cardholder. Any Additional Cardholder must also be a customer of Auswide Bank.

**1.8.2** If we agree to your request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the Additional Cardholder, an Additional Cardholder will receive an Additional Card and PIN to use on your Card Account.

**1.8.3** The Additional Cardholder's access to and use of the Card and your Card Account is governed by this agreement. You should ensure that any Additional Cardholder has read, understood and complies with these Credit Card Terms and Conditions and the Credit Card Offer.

**1.8.4** You acknowledge and agree that any Additional Cardholder can obtain information about your Card Account if you make them an authority to operate on the account.

**1.8.5** You can cancel any additional Card by calling us on 1300 138 831 or visiting any Auswide Bank branch during normal business hours. We will only cancel the Card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional Card to us. You should note that, in cases where you cannot destroy the additional Card, although a stop can be placed on the additional Card, it could still be used in some circumstances and you remain responsible for any Transactions authorised (for example, some Purchases below floor limits where no electronic approvals are in place).

**1.8.6** We will not close your Card Account, nor increase your Credit Limit nor agree to the issue of a Card to another Additional Cardholder at the request of an Additional Cardholder.

## **1.9 LIMITS ON USE**

A Visa Credit Card may not be accepted unless it carries your signature and is used during the validity period shown on your Card.

The available balance of your account will be reduced by the amount of:

- any Transaction for which a merchant seeks and we give authorisation (even if the Transaction is not completed at the time of the authorisation). This authorisation is for the purpose of establishing that there are sufficient funds available in your Card Account for the transaction; and
- any debit to your account except to the extent that the relevant Transaction has already led to a reduction in the amount of available balance.

All Purchases and cash withdrawals made using your Card or your Card Account are limited to the available balance of your

account. However, if we allow a Transaction for an amount that is greater than the available balance of your account, you must pay that additional amount.

## **1.10 INTEREST**

**1.10.1** Our Credit Card Offer sets out the initial Annual Percentage Rates that we will use to calculate the interest charges that apply to the Card Account. We may change these rates at any time without your consent. We will notify you of any changes we make to the Annual Percentage Rates. Each statement also sets out the Annual Percentage Rates that apply during the statement period.

**1.10.2** We calculate interest on Purchases, Balance Transfers and Cash Advances separately. Unpaid interest incurs interest at the same rate as the category of debit to which is applied (for example, unpaid interest on Purchases incurs interest at the same rate as Purchases). We calculate interest on the average Daily Balance of your account by multiplying the relevant parts of the Daily Balance by the Daily Percentage Rates appropriate to that part of the Daily Balance at the end of each day. The relevant parts of the average Daily Balance may vary depending on whether an interest free period applies. Interest is calculated from the Effective Date on each transaction.

**1.10.3** Interest charges will be debited to your Card Account on the last calendar day of each month in arrears. Interest debited to your Card Account will be added to the Outstanding Balance of your Card Account and will accrue interest at the same rate according to the applicable interest rate for that category of debit.

**1.10.4** No interest is payable to you if your Card Account has a credit balance.

**1.10.5** If a default rate of interest is specified in the Credit Card Offer, the following applies:

- (a) If you do not make a payment when due, you must pay us interest at the default rate on the Overdue Amount
- (b) We will calculate default interest on a daily basis by multiplying the Overdue Amount by the default rate divided by 365.
- (c) We will debit default interest to your Card Account on the last day of each month
- (d) If for any reason the entire Credit Limit becomes due, interest at the applicable default rate is payable on the entire amount.

## **1.11 INTEREST FREE DAYS AND INTEREST FREE PERIOD**

If you pay the Closing Balance on your Card Account in full by the payment Due Date shown on your statement, you will not pay interest on Purchases, Balance Transfers or fees and charges shown on that statement (and all past due amounts).

There are no interest free days for Cash Advances obtained using a Card or charged to your Card Account, or for Cash Advance Interest Components (refer to the definitions section of these Credit Card Terms and Conditions for details of Cash Advance Interest Components). This means you pay interest on these amounts from the date of the transaction.

If you do not pay the Closing Balance in full by the Due Date, interest will be charged on all unpaid Purchases and fees and charges from their respective Posting Dates as set out in **1.10 - Interest**.

The financial table specifies whether an interest free period applies to Purchases made using your Card. If an interest free period applies, you do not pay any interest on Purchases provided that:

- by the Due Date shown on the credit Card statement for your Card issued immediately before the date of the Purchase you paid the Closing Balance; and
- by the Due Date shown on the credit Card statement for your Card which records that Purchase debit, you pay the Closing Balance.

If these conditions are not met, interest will be payable on each Purchase from the date of the Purchase.

## **1.12 PAYMENTS**

**1.12.1** In relation to each statement, you must:

- (a) immediately pay to us any amounts shown as overdue or over limit; and
- (b) by the payment Due Date shown on the statement, pay us the Minimum Payment.

You may also pay more than the above at any time if you wish.

Your payments are made only when we credit them to your Card Account.

Payments will be credited when they are received by us as cleared funds.

Payments to your Card Account are allocated to your balance as determined by us from time to time in accordance with the law. Payments are applied to amounts shown on your most recent statement, in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate, or on which interest is not charged. You must make payments without deducting or setting off any money you think we owe you for any reason.

We can set off any amount you owe us. Any interest on the amount set-off will accrue only until the date of set off.

**1.12.2** The Minimum Payment means 3% of the Closing Balance (rounded up to the next whole dollar amount) as shown on your statement or \$30.00, whichever is the greater or, if your Closing Balance is less than \$30.00, your Closing Balance.

**1.12.3** A reversal or refund of charges to your Card Account is not a payment to your account.

**1.12.4** All payments to us must be made in Australian currency.

**1.12.5** You must make all payments due to us using the methods we specify from time to time.

## **1.13 PROCESSING TRANSACTIONS AND PAYMENTS**

**1.13.1** Your account will be debited with, and you agree to pay to us:

- for each Purchase made using your Visa Credit Card;
- for each cash withdrawal made using your Visa Credit Card; and
- all fees and charges payable under this Credit Card Contract.

You agree that:

- the amount shown on a sales voucher or any other evidence of a Purchase is sufficient evidence of the Purchase;
- the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- the above applies regardless of whether the voucher or other evidence is signed by you.

Acting reasonably, we may assign any date we consider appropriate to a debit or credit to your account or may adjust any debit or credit for the purposes of correction.

**1.13.2** We will process Transactions on the date that they are received by us and process them to your Card Account (the date of posting). This may differ from the Effective Date of the transaction. Any cheques deposited to your account are subject to clearance and funds will be reversed if a cheque dishonours.

#### **1.14 REGULAR PAYMENTS FROM A DEBIT OR CREDIT CARD**

A Regular Payment is one where you authorise a merchant (such as a retailer or insurer) to debit your Card Account at regular intervals (eg. monthly). For example, you might agree that your local gym can charge your monthly membership to your Card Account. Regular payments like this can be useful as they help you make your payments on time and avoid late payment fees as they are processed automatically.

**1.14.1** You should keep a record of any “Regular Payment Arrangements” you enter into with a merchant and any correspondence you have with the merchant.

**1.14.2** To either change or cancel any “Regular Payment Arrangement”, you should contact the merchant at least 15 days prior to the next scheduled payment. Until you cancel the Regular Payment Arrangement, we must process the merchant’s request to debit your account. You should retain a copy of your change/ cancellation request. Should the merchant fail to act in accordance with these instructions you may have right to dispute any incorrectly charged payments. You may also notify us.

**1.14.3** Any dispute, including the failure of the merchant to act on a change in details, should be taken up with the merchant in the first instance.

**1.14.4** Should your Card number be changed i.e. as a result of a lost or stolen Card or due to Card expiry, you must also request the merchant to change the details of your existing “Regular Payment Arrangement” to ensure arrangements continue. If you fail to undertake this activity, your “Regular Payment Arrangement” either may not be honoured by us or the merchant may stop providing the goods and/or services.

**1.14.5** If you or we close your Card Account or your account details change, it is your responsibility to contact the merchant

to alter your “Regular Payment Arrangement” as the merchant may stop providing the goods and/or services if payments are no longer received because the account is closed or they have incorrect details.

### **1.15 FEES AND CHARGES**

#### **1.15.1** You agree to pay us:

- (a) all fees and charges set out in the Credit Card Offer as varied by us from time to time in accordance with these Credit Card Terms and Conditions; and
- (b) all government taxes, rates and other charges incurred in respect of any Transactions on your Card Account.

**1.15.2** You authorise us to debit those fees and charges to your Card Account as set out in the Credit Card Offer. Unpaid fees and charges debited to your Card Account will incur interest daily charged at the Purchase rate.

**1.15.3** All fees and charges are non-refundable.

**1.15.4** Fees and charges are subject to change. We will notify you of any changes to fees and charges in accordance with our legal obligations.

### **1.16 STATEMENTS**

**1.16.1** We will send you a credit card statement each month.

**1.16.2** You may request a statement of account at any time. We may, however, charge a fee for providing a duplicate or additional statement.

**1.16.3** You should check all entries on your statement carefully and notify us promptly of any apparent error or unauthorised transaction. Please see 2.11 - Electronic Banking – Unauthorised Transactions for details of how delays in notifying us may affect your liability for unauthorised Transactions.

### **1.17 CURRENCY CONVERSIONS**

Transactions made using your Visa Credit Card in currencies other than Australian (AUS) Dollars will be converted directly to AUS Dollars (or US Dollars first and then to AUS Dollars) at exchange rates determined by Visa at the time of the transaction. An overseas Transaction fee is charged to your account for all foreign ATM cash withdrawals.

Note: refunds incurred in currencies other than AUS Dollars are converted to AUS Dollars as at the date they are processed by Visa using exchange rates determined by them. This often results in the refund being converted using a different exchange rate from the one used to convert the original Purchase or cash withdrawal. This may result in your refund amount being less than the amount that you paid.

### **1.18 VISA ZERO LIABILITY**

**1.18.1** Subject to 2.11- Electronic Banking – Unauthorised Transactions, the Card Scheme rules provide that you will not be liable for unauthorised Transactions on a User’s Card in the following circumstances:

- (a) the unauthorised Transactions were not effected at an ATM this will include Transactions effected prior to notification to us of The unauthorised Transactions, lost or stolen Card);
- (b) a User has not contributed to any loss caused by unauthorised use of their Card as described in **2.11- Electronic Banking – Unauthorised Transactions;** and
- (c) you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

**1.18.2** Where this Visa Zero Liability provision applies, we will endeavour to refund the amount of the unauthorised transaction(s) within 5 Business Days, subject to:

- (a) you having provided all reasonably requested information;
- (b) you not otherwise being in default or having breached these Credit Card Terms and Conditions; and/or
- (c) our not having reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
  - (i) the conduct of the Card Account;
  - (ii) the nature and circumstances surrounding the unauthorised Transactions; and/or
  - (iii) any delay in notifying us of the unauthorised Transactions.

**1.18.3** Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us if we consider that this provision shall not apply as a result of those investigations.

## **1.19 VERIFIED BY VISA**

**1.19.1** Verified by Visa is an external service that provides you with extra protection and security when you make a Purchase from a participating retailer via the internet using your Visa Credit Card.

The Verified by Visa service enables you to authenticate that you are communicating with us during an online shopping Transaction and helps us to verify that it is you who is using your Card online – before authorising the Purchase. Just like entering a PIN at an ATM, you gain important added protection when shopping online.

You can register for this service online at any time on our website **[www.auswidebank.com.au](http://www.auswidebank.com.au)**

Alternatively, you will be prompted to register during the checkout process when making an online Purchase with a Verified by Visa retailer. Please note that from your first online shopping Transaction with a Verified by Visa retailer, it will be mandatory for you to register or you will not be able to continue shopping online with these retailers using your Visa Credit Card.

- You will be required to use Verified by Visa to make Purchases online with Verified by Visa retailers. However, Verified by Visa will only be available in connection with participating online merchants. When making an online Purchase or other Transaction for which Verified by Visa applies, you may be asked to provide certain information to allow your identity to be validated and to verify that you are the cardholder. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties with whom Visa has a relationship.

- If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Credit Card or payment for that Transaction and you may be unable to complete an online Transaction using your Visa Credit Card.

- In the event you have a question regarding the authentication process or a Transaction using your Visa Credit Card, you should contact us on 1300 138 831.

**1.19.2** The Verified by Visa service may be discontinued, terminated or suspended (permanently or temporarily) without giving you prior notice.

**1.19.3** You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online Transaction with that merchant. We do not endorse or recommend in any way, any participating online merchant.

Your Purchases or other dealings with merchants through Verified by Visa, including payment for and delivery of related goods or services not Purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the merchant. Except as otherwise set out in our Credit Card Terms and Conditions, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

**1.19.4** If you believe a Verified by Visa Transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

## **1.20 VISA PAYWAVE**

Your Visa Credit Card includes Visa payWave contactless technology.

Visa payWave will help you spend less time at the register by allowing you to tap your Card on a contactless POS terminal to make Transactions through an embedded antenna in the Card. Purchases can be made up to \$100 simply and securely and do not require a PIN. Contactless Transactions of \$100 or over \$100 will be required to be authorised by your PIN. The Visa payWave feature cannot be turned off, however, the option to use Visa payWave is at the discretion of the cardholder.

## **1.21 SECURITY OF VISA PAYWAVE**

Visa payWave enabled Cards are as secure as any other Visa chip



Card. They carry multiple layers of security.

Visa payWave only works when the Card is within 4cm of the Card reader and the payWave terminal can only process one Transaction at a time. Assuming your Visa payWave Card doesn't leave your hand during the transaction, you remain in control of your Card at all times. You should notify Auswide Bank promptly of any lost or stolen Cards or of any unauthorised use of your Visa Credit Card.

Visa payWave Transactions are backed by Visa's Zero Liability policy. Refer to 1.18 - VISA Zero Liability.

## **1.22 EMERGENCY CARD AND EMERGENCY CASH**

If your Card is lost or stolen while you are overseas, you may request a Visa Credit Emergency Card via us or by calling the Global Customer Assistance Services (GCAS) which is open 24/7 (visit [www.visa-asia.com/ap/Subscription/gcas.jsp](http://www.visa-asia.com/ap/Subscription/gcas.jsp) for toll free contact numbers). The Card will be supplied to you as quickly as possible, usually within 3 Business Days depending on your location. You remain liable and responsible for the proper use of the Visa Credit Emergency Card and any Transactions made using the Visa Credit Emergency Card or its Card details.

Upon approval by us, if you require any emergency cash, GCAS will arrange an emergency cash disbursement for use until your permanent replacement Card is received. Emergency cash can be provided at any of the thousands of Emergency Service Locations (ESLs) around the globe, including a network of cash disbursement agencies such as Western Union.

## **1.23 CANCELLATION OF YOUR CARD OR CLOSING YOUR ACCOUNT**

**1.23.1** We may cancel your Visa Credit Card, an Additional Cardholder's Card or your Card Account at any time by giving you 60 days notice. Once you are notified of the cancellation, you must not use your Card. You must destroy it by immediately cutting it into several pieces ensuring that the magnetic stripe and chip is cut in half and disposing of it securely or alternatively you may return the Card to us.

**1.23.2 1.1.1** You may contact us to cancel your Card or close your account at any time by calling 1300 138 831 within Australia or +61 7 4150 4000 if overseas, or by returning the Card to us. A cancellation may not be effective until the Card has been surrendered, or you have taken all reasonable steps to have the Card returned to us. What constitutes taking all reasonable steps to have a Card returned to us, where you are the account holder and the Card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, we will require you to contact that person, if at all possible and request them to surrender the Card to you, so that you can return it to us.

If you close your accounts or where the Card has been cancelled, you remain liable for Transactions:

- made using the Card prior to or after cancellation or closure of the accounts;
- made using the Card number for mail, internet, phone and standing order Transactions which have not been cancelled prior to termination; and

- interest, fees and charges and our reasonable enforcement expenses which will continue to be chargeable on your Card Account until the Outstanding Balance (if any) is reduced to nil.

We may seek to recover these funds from you.

**1.23.3** If your Visa Credit Card is cancelled, you must cancel any direct debits authorised using your Visa Credit Card details.

If you elect to close your account or your account is closed by us you should contact the merchant to revise your regular payment arrangement, as the merchant may stop providing you the goods and/or services.

**1.23.4** These terms and conditions will continue after a Visa Credit Card is cancelled or your account is closed and until any outstanding amounts to be debited to your account are paid (whether the amounts are accrued or charged before or after the cancellation of your Card or closure of your Linked Account).

**1.23.5** If you or we close your Card Account or if we cancel any Card access, you must immediately:

- (a) pay the Outstanding Balance;
- (b) immediately pay any amounts subsequently debited to your Card Account after the time of cancellation;
- (c) cancel all authorities to debit your Card Account;
- (d) return any unused cheques linked to your Card Account; and
- (e) return all Cards to us

## **1.24 CHARGEBACK RIGHTS**

The Visa Card Scheme has a dispute resolution process that is contained in its' operating rules and sets out the specific circumstances and timeframes in which a member of the scheme (eg. a financial institution) can claim a refund in connection with a disputed Transaction on your behalf. This is referred to as a "Chargeback right".

This "Chargeback right" does not apply to Transactions at EFTPOS terminals accessing your nominated account using the "savings", "cheque" or "PayWave" option.

Our ability to investigate any disputed Transaction on your Visa Credit Card, and subsequently process a Chargeback is restricted by the amount of disputes and time limits imposed under the operating rules for the Visa Card Scheme.

While your dispute is being investigated by us, the value of the disputed Transaction will be withheld against your account until the dispute is resolved.

**1.24.1** Our ability to dispute a Transaction on your behalf (where a Chargeback right exists) may be lost if you do not notify us within the required timeframes.

For this reason, you must report any disputed Transaction to us immediately or no later than 75 days after the date of Transaction on your receipt. We will only process a Chargeback for you when you have notified us of the disputed Transaction within this required timeframe.

Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed Transaction. However, you should note that the merchant also has rights to have the Transaction further investigated and re-debited if appropriate. We will ensure we claim the Chargeback for the most appropriate reason and not accept a refusal to Chargeback by the merchant's financial institution unless it is consistent with the Card Scheme rules.

## **1.25 ELECTRONIC TRANSACTIONS**

If the ePayments Code is applicable to a disputed transaction, the timeframes above may not apply in certain circumstances. The procedures for resolving disputed electronic Transactions are set out in Part 2 - Electronic Banking Terms and Conditions.

## **1.26 DEFAULT**

**1.26.1** You will be in default under the contract if:

- (a) you breach your obligations under this agreement (for example you do not pay the Minimum Payment by the Due Date or you exceed the Credit Limit and do not immediately pay the Excess on receipt of your statement);
- (b) you are jailed or become bankrupt or insolvent or become subject to administration or receivership or any similar thing under any law;
- (c) we reasonably believe there has been fraud or misrepresentation in relation to the opening or conduct of this Card Account.

**1.26.2** Enforcement expenses may become payable under this agreement if you are in default. To the extent allowed by law, you indemnify us against:

- (a) all enforcement expenses we reasonably incur when exercising our rights if you default under your Card Account; and
- (b) all expenses, costs and damage incurred by us as a result of you breaching any of your obligations under your Card Account or as a result of any untrue or misleading representation, warranty or statement made by you

We may debit the amount of any expense, cost or damage referred to above to your Card Account any time after we become liable to pay that amount.

**1.26.3** If we suspend your Card Account, you must continue paying the minimum repayment amount shown on each credit Card statement issued after the suspension. We will continue to charge interest, fees, and charges and government charges to your Card Account until you repay your Card Account in full.

**1.26.4** Our rights under this Credit Card Contract are unaffected by any delay in exercising those rights or by giving you any time or other indulgence, except to the extent those rights are waived by law.

## **1.27 CHEQUE ACCESS TO YOUR CARD ACCOUNT**

**1.27.1** If we issue a User with cheques that are linked to your

Card Account, you authorise us to debit your Card Account with the amount of any goods or services Purchased, or cash obtained using those cheques.

## **1.28 GENERAL MATTERS**

**1.28.1** Change of name/address. You must tell us promptly if you change your address. You can do this by visiting one of our branches, sending us a secure message through Internet Banking or calling us on 1300 138 831.

**1.28.2** Any notice or request you wish to give us should be submitted to any Auswide Bank branch or mailed to the address at the back of this booklet. We may give you notices by:

- (a) delivering them to you personally in which case the date of delivery is the date on which you receive the notice;
- (b) mailing them to you, in which case notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if we mailed it to your last known address recorded on your Card Account;
- (c) where permitted, to do so by law, providing you with a notice or other communication to any person nominated by you to receive such notices. Any commitment we make to notify you individually of changes is subject to you keeping us informed of your current address;

or

- (d) by giving them in any other way permitted by law.

The notice may be signed by any employee, solicitor, or agent on our behalf.

**1.28.3** We may assign, novate or otherwise deal with our rights and obligations under this Credit Card Contract in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this Credit Card Contract. Of course, any dealing with our rights does not change your obligations under this Credit Card Contract in any way. You cannot assign your rights and obligations under this agreement.

**1.28.4** A failure or delay by us to exercise in whole or part any right or power under these Credit Card Terms and Conditions does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.

**1.28.5** If any part of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.

**1.28.6** If the National Credit Code applies to these Credit Card Terms and Conditions and if that code would otherwise make any provision of this agreement illegal, void or unenforceable, or a provision of this agreement would otherwise contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, this agreement is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.

**1.28.7** These Credit Card Terms and Conditions are governed by the laws in force in Queensland. You and we submit to the non-exclusive jurisdiction of the courts of that place.

**1.28.8** Subject to any applicable law, you must pay all amounts due under this agreement in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.

### **1.29 COPIES OF DOCUMENTS**

You may request copies of certain documentation we hold to do with our relationship (including documentation relating to any loan or any notice less than 2 years old that we have issued to you). We will provide it to you within 14 days if the original document is less than one year old and within 30 days if it is more than one year old. The copy may be in the form of a computer generated record and we may charge you a fee (see our fees and charges brochure).

### **1.30 ELECTRONIC COMMUNICATION**

You acknowledge and agree that:

- you will not receive paper copies of relevant information;
- you agree to check regularly to see if you have received any electronic communication from us;
- you will be responsible for maintaining and checking your electronic equipment; and
- you will be responsible for printing or saving important information and we strongly recommend that you do so.

Subject to the requirements of any applicable law, where you carry out a Transaction through internet banking on our website **www.auswidebank.com** and we make a Transaction record or receipt (which you save or print) available to you on our website immediately on completion of the Transaction, we will not provide you with a paper Transaction or receipt.

## **PART 2. ELECTRONIC BANKING - TERMS AND CONDITIONS**

### **2.1 INTRODUCTION TO ELECTRONIC BANKING TERMS AND CONDITIONS**

This section applies only to electronic banking as described below. Before you use electronic banking, you must ensure you know about the terms and conditions that apply.

We warrant that we will comply with the requirements of the ePayments Code. The ePayments Code applies to payment, funds transfer and cash withdrawal Transactions that are:

- initiated using electronic equipment; and
- not intended to be authenticated by comparing a manual signature with a specimen signature.

It also applies to the following Transactions provided by us:

- electronic Card Transactions, including ATM, EFTPOS, facilities with contactless features, Debit & Credit Card Transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature;
- telephone banking and BPay Transactions;
- internet banking Transactions;
- online Transactions performed using a Card number and expiry date (and CVC number in some cases);
- online bill payments (including BPAY);
- direct debits;
- Transactions using mobile devices; and
- any other Transaction specified by ASIC under Clause 43 of the ePayments Code as a Transaction to which the ePayments Code applies.

### **2.2 ELECTRONIC ACCESS**

Electronic services include access to your Card Account via a Card, the internet, telephone, and BPAY®. These conditions apply if you are given the use of an electronic service.

You will be given an Code, client number, PIN and/or a combination of all these. These are called the Codes. The Codes can be used to access your Card Account electronically.

When you use electronic services, your instructions may be carried out if:

- they are permitted by these Credit Card Terms and Conditions; and
- they comply with the directions on how to use these services.

**2.2.1** Before processing a Transaction, we may postpone it to seek further information from you or from a third party.

**2.2.2** When you or anyone authorised by you gives us instructions using the electronic services, those instructions may be unable to be stopped. You are responsible for ensuring that the instructions are correct.

**2.2.3** When you transact using electronic services (except telephone access), you will be provided with an electronic receipt.

**2.2.4** Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for loss, damage, or interruption arising out of:

- errors, inaccuracies, omissions, interruptions, viruses/defects where you were aware, or should have been aware, that the electronic services or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;
- delays resulting from failure of the communications network or ancillary equipment outside our control which supports the electronic services;
- reliance on information obtained through use of the electronic services; or
- failure of the electronic services to perform a function in whole or in part.

**2.2.5** If an error, inaccuracy or omission occurs and you advise us in writing, we will endeavour to correct your concern within three Business Days of notification. If we cannot, we will inform you when we expect to complete the correction.

**2.2.6** If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:

- the resupply of the information or services to you (including the correction of any errors in your Card Account); or
- payment of the cost of having the information or services re-supplied to you.

**2.2.7** Your access to electronic services may be automatically denied after unsuccessful attempts to enter the relevant Codes. If this happens, you must contact us to obtain access to the electronic services.

**2.2.8** Telephone banking access can be used to obtain Card Account balances, transfer funds to and from your Linked Accounts, and make BPAY payments from your Linked Accounts.

If a BPAY Transaction is made after 5:00pm Queensland time or on a non-Business Day, the Transaction may be processed the following Business Day subject to the biller's financial institution and processing times. Specific limits may apply to BPAY payments.

## **2.3 SECURITY OF CARDS AND PINS**

**2.3.1** Your Codes are the key to your account when you use certain electronic equipment. It is important to take all reasonable precautions to ensure your Codes remain secure and confidential. Your Codes should be memorised, and any correspondence notifying you of a Code must be destroyed. Failure to do so may increase your liability for any loss.

It is very important that you keep your Card and Codes secure and ensure that any Additional Cardholder also does so. If a User fails to follow the security recommendations set out below, you may increase your liability for any unauthorised use of a User's Card.

Please note that these guidelines provide examples only and will not determine your liability for losses resulting from unauthorised EFT Transactions on your Card Account. These will be determined in accordance with condition 15 of the ePayments Code.

To protect your account against unauthorised Transactions, where one or more Codes are needed to perform a transaction, please ensure that you adhere to the security requirements below.

You and any Additional Cardholder must:

- sign the back of their Card immediately on receipt using a ballpoint pen;
- always keep the Card in a safe secure place and check regularly to ensure it has not been lost or stolen;
- when a Transaction is complete, ensure they have their Card and any receipt;
- not permit any other person to use the Card;
- immediately notify us if you become aware or suspect that someone else has used your Card or accessed your Card Account or your Card has been lost or stolen.

**2.3.2** In order to protect your Codes, any User must not:

- choose Codes which are clearly related to the User such as a birth date, post code, phone number or car registration number, or which represents a recognisable part of their name;
- choose Codes which have an easily retrieved combination (such as repeated or consecutive numbers or letters eg. 1111, 1234, BBBB, or ABCD);
- write or in any way indicate the PIN on the Card even if disguised;
- keep a record of the Codes on any item normally carried with or stored with the Card without making a reasonable attempt to disguise it;
- where a computer or electronic device is required to perform a transaction, do not record Codes on the device where it can be easily retrieved
- allow any person to see the Codes being entered;
- disclose the Codes to anyone, including a family member or friend.
- give your credit Card to anyone else or let them use it;
- show or disclose your Codes to any other person including any verbal or written request from any person, including anyone purporting to be our representative (no one should ask for your Codes, including a financial institution employee, police, merchant or any other person)
- where a device (such as a smartphone) is required to perform a transaction, write or make a record of any Codes on the device, or anything carried with the device or anything liable to loss or theft with the device, unless you make a reasonable attempt to protect the security of the Codes; or
- keep a record of any Codes (without making a reasonable attempt to protect the security of the Codes) on your Card



Account or in or on anything you usually carry with your Card as it could be lost or stolen at the same time as the Card; or

be careless about protecting the security of the Codes (for example, storing a Code in a notebook that is not protected under the heading 'internet banking password').

It is not a reasonable attempt to disguise the Codes if a User records the Codes:

- as a telephone number where no other numbers are recorded;
- amongst other numbers and letters with any of them marked to indicate the Codes;
- in reverse order;
- as a telephone number or name in its correct sequence;
- disguised as a date or any amount; or
- in an easily understood form.

### 2.3.3 Changing your PIN

You can change your PIN on your Visa Credit Card to a PIN of your choice. You can do this at a branch which has a PIN change machine or via a Auswide Bank ATM.

As soon as you realise or suspect anyone else knows any of your Codes, or your Card is lost, stolen or used without your permission, contact us immediately.

If you realise or suspect anyone else knows your PIN or Code, when you contact us, we will ask you to select a new PIN or Code when asked, a stop will be placed on the relevant service until you do so.

If we know or suspect that anyone else knows your PIN or Code, we may place a stop on the relevant service. In that event, you can contact us for a new PIN or Code and to have the stop removed. You must regularly check to make sure you still have your Card.

Your PIN may be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, your PIN will reset overnight.

#### **WARNING**

***You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN or Code, or select sequential numbers eg. "1234" or where all numbers are the same eg. "1111". If you do, you may increase your liability for losses resulting from unauthorised EFT Transactions on your Card Account for any loss suffered from an unauthorised transaction.***

## 2.4 HOW TO REPORT THE LOSS, THEFT OR UNAUTHORISED USE OF A CARD OR PIN

**2.4.1** You must make a report immediately to us if you become aware or suspect that your password, Code, Card or PIN, or that any Additional Cardholder, is lost or disclosed or used without your authority. You must not then continue to use your password, Code, Card or PIN.

If you report that a Card has been lost or stolen, the Card will be

cancelled as soon as the report is made and you must not use the Card once the report is made.

If you recover the lost or stolen Card, you must return the Card to us for destruction as soon as possible.

We can be contacted as follows:

- visiting your nearest branch;
- telephoning our Head Office on 1300 138 831 during normal office hours;
- after hours or if no answer ring 1800 252 730 or If overseas +61 2 9959 7885

**2.4.2** If a Card is reported lost or stolen, we may place a hold on all Cards issued on your Card Account. The person reporting a Card lost or stolen should inform all other cardholders of the loss or theft as temporarily they may be unable to use their Cards.

## **2.5 INTERNET BANKING**

**2.5.1** You can register to access your Card Account via Auswide Bank's internet banking service.

**2.5.2** If you are not already an internet banking User, you can register to access this service by visiting a Auswide Bank branch or calling our contact centre on 1300 138 831. The terms and conditions governing the use of this service will be given to you at this time, or can be found in our Guide to Banking Services which is available from any Auswide Bank branch, from our website [www.auswidebank.com.au](http://www.auswidebank.com.au) or by calling 1300 138 831.

## **2.6 MOBILE BANKING**

**2.6.1** Your Card Account can be accessed via Auswide Bank's mobile banking service. You must be a registered internet banking User to have this access – see 3.4 - Internet Banking above.

**2.6.2** Not all functions available via internet banking are available via the mobile app.

The terms and conditions governing the use of this service will be provided to you at the time you

register for internet banking, or can be found in our Guide to Banking Services which is available from any Auswide Bank Branch, from our website [www.auswidebank.com.au](http://www.auswidebank.com.au) or by calling 1300 138 831.

## **2.7 BANK@POST**

Bank@Post is a facility at over 3300 Australia Post outlets (displaying the Bank@Post sign) which allows you to use your credit Card (on your account) to transact over the counter by selecting "credit" and entering your PIN to withdraw, deposit or check account balances.

A receipt will be issued on each transaction.

*Bank@Post and its associated device marks are trademarks (registered or otherwise) of the Australian Postal Corporation ABN 28 864 970 579 - all rights reserved. Limits apply on withdrawals. Some postal outlets do not have an electronic link to the Bank@Post network. Bank@Post is only available on selected account*

*types. Cheque deposits will only be accepted if they are made payable in the name of the cardholder; to Auswide Bank for the credit of the cardholder to "Auswide Bank" or to "Cash". Cheques made payable to third parties or joint accountholders will not be accepted.*

## **2.8 ELECTRONIC BANKING - PROCESSING INSTRUCTIONS**

You authorise us to act on the instructions you enter into electronic equipment.

Any electronic Transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you for further information before acting on an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic Transaction and there is a difference between the amount of cash received and the amount shown debited from your account, you must report this to us as soon as possible.

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

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

You accept that:

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

Unless the payment has not been remitted, an immediate transfer or BPAY payment cannot be revoked or stopped when we receive your instruction.

Future dated transfers or BPAY instructions can be revoked or changed if instructions to delete the

Transaction are given to us either in writing or through internet banking before the Transaction is scheduled to occur.

## **2.9 ELECTRONIC BANKING - WITHDRAWAL OF ELECTRONIC ACCESS**

We may withdraw your electronic access to accounts (including by BPAY) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your Card;

- any one of the accounts is overdrawn or will become overdrawn, you have exceeded your agreed Credit Limit or is otherwise considered out of order by us;
- we believe your access to accounts through electronic equipment may cause loss to the account holder or to us;
- we believe that the quality or security of your electronic access process or our systems may have been compromised;
- all the accounts you may access using our phone internet or mobile banking have been closed or are inactive, or the account you have nominated fees and charges to be charged to is closed;
- we suspect you of being fraudulent or engaging in inappropriate behaviour;
- if we become aware that you do not meet or cease to meet our eligibility criteria for the Card or electronic access - or otherwise
- or on giving you not less than three months written notice unless the withdrawal of electronic access is prohibited by law.

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

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

You can cancel a Card at any time by returning the Card to your local branch for destroying.

You can request to de-register from phone, internet and or mobile banking by contacting us.

## **2.10 ELECTRONIC BANKING – MISTAKEN INTERNET PAYMENT**

**2.10.1** A mistaken internet payment occurs when you make a transfer of money by internet banking, and that money goes to an unintended recipient because:

- you entered the destination account details incorrectly; or
- you are not provided with the correct destination account details.

**2.10.2** You can report a mistaken internet payment by contacting us. You should report the mistaken internet payment as soon as you become aware of it.

**2.10.3** If you report the suspected mistaken internet payment within 10 Business Days:

- we will contact the financial institution that received the payment;
- if there are sufficient funds available in the destination account and both we and the destination financial institution are satisfied that a mistaken internet payment has occurred, we will request the money back;
- the other financial institution must return the funds to us within 5 to 10 Business Days of receiving our request; and
- upon receipt of the funds by us, we will return the funds to your Card Account as soon as practicable.

**2.10.4** If you report the suspected mistaken internet payment between 10 Business Days and 7 months of making the payment;

- we will contact the financial institution that received the payment to find out if there is sufficient money in the destination account to refund the payment;
- if we are satisfied that a mistaken internet payment has occurred, we will ask the destination financial institution investigate;
- the destination financial institution must complete their investigation within 10 Business Days;
- if the destination financial institution is satisfied that a mistaken internet payment has occurred, they must prevent the holder of the destination account from withdrawing the amount of the mistaken internet payment for 10 Business Days;
- the destination financial institution must then notify the recipient that the funds representing the mistaken internet payment will be withdrawn from their account unless they can prove that they are entitled to the funds within 10 Business Days; and
- if the recipient cannot prove this, the money will be returned to us within two Business Days, and we will then return the money to your Credit Card Account as soon as practicable.

**2.10.5** If you report the suspected mistaken internet payment after 7 months of making the payment:

- we will contact the financial institution that received the payment to find out if there is sufficient money to refund the payment in the destination account;
- if we and the destination financial institution are satisfied that a mistaken internet payment has occurred, the destination financial institution must seek the consent of the recipient to have the funds returned;
- if the recipient consents, the destination financial institution must return the funds to us; and
- upon receipt of the money to us, we will return the funds to your Credit Card Account as soon as practicable.

**2.10.6** If you report the suspected mistaken internet payment to us, and there are sufficient funds in the destination account to refund the payment, but the destination financial institution is not satisfied that a mistaken internet payment has occurred then:

- the destination financial institution may seek the consent of the recipient to return the funds;
- if the recipient consents, the destination financial institution must return the funds to us; and
- when we receive the funds, we will return the funds to your Card Account as soon as practicable.

**2.10.7** If you report a suspected mistaken internet payment to us at any time, and we and the destination financial institution are satisfied that a mistaken internet payment has occurred, but there are insufficient funds to return the payment to you then the destination financial institution must use reasonable endeavours to retrieve the funds.

**2.10.8** If you report a suspected mistaken internet payment to

us at any time, but we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action. We may ask the destination financial institution to investigate, but you will be liable for any loss arising from such a payment.

**2.10.9** We will always tell you the outcome of a reported mistaken internet payment in writing within 30 Business Days of the report being made.

## **2.11 ELECTRONIC BANKING - UNAUTHORISED TRANSACTIONS**

The following provisions apply to unauthorised Transactions. They do not apply to a Transaction performed by you or by anyone who performs a Transaction with your knowledge and consent.

### (a) When you are not liable for any losses

If Transactions not authorised by you are processed on your Credit Card Account, you must inform us as soon as you become aware of these.

You will not be liable for loss arising from an unauthorised Transaction if the cause of the loss is:

- the fraudulent or negligent conduct of our employees, agents or third parties involved in networking arrangements, or of merchants, their agents or employees;
- a Card, account number, password, PIN or Code which is forged, faulty, expired or cancelled;
- a Transaction that requires the use of any Card, password, PIN or Code that occurred before the User received or selected the Card, password, PIN or Code (including a reissued Card, password, PIN or Code);
- a Transaction being incorrectly debited a second or subsequent times to the same account;
- an authorised Transaction that occurs after you have notified us that any Card has been misused, lost or stolen or that the security of your password, PIN or Code has been breached from an unauthorised Transaction that can be made using an account number without a password, PIN or Code or Card - where a Transaction can be made using a Card, or a Card and account number, but does not require a password, PIN or Code you will be liable only if the User unreasonably delays reporting the loss or theft of the Card;
- a result of an unauthorised Transaction that can be made using an identifier without a Card or PIN;
- from an unauthorised Transaction if it is clear that a User has not contributed to the losses; or

during our process for reporting unauthorised Transactions, loss, theft or misuse of a Card or breach of a security requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

### (b) When you are liable for any losses

Where section 5.11 (a) does not apply, if we can prove on the balance of probabilities that you have contributed to the

loss arising from an unauthorised Transaction through fraud or through breaching a security requirement set out in this agreement:

- you are liable in full for the actual losses that occur before you report the loss, theft or misuse of a Card or breach of a security requirement; but you will not be liable for a portion of the losses:
- incurred on any one day that exceed any applicable Daily Transaction Limits;
- incurred in any period that exceed any applicable periodic Transaction limit;
- that exceeds the balance of the account, including any pre-arranged credit; or
- incurred on any account that Auswide Bank and you had not agreed could be accessed using the Card or account number and/or password PIN or Code used to perform the transaction.

Where:

- more than one password, PIN Code is required to perform a transaction; and
- we can prove that you breached a security requirement for one or more (but not all) of the required passwords, PINs or Codes;

you will only be liable if we can also prove on the balance of probabilities that the breach of the security requirement was more than 50% responsible for the losses when assessed together with all the contributing causes.

You are liable for losses arising from unauthorised Transactions that occur because you contributed to the losses by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety measures to mitigate the risk of a Card being left in the ATM.

If we can prove that you contributed to losses incurred by unreasonably delaying reporting to us the misuse, loss or theft of a device or the breach of the security of Codes, you are liable for any unauthorised Transactions occurring between when you became aware, or should have reasonably become aware of the misuse, loss, theft, or breach and when you actually notified us.

If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised Transaction by unreasonably delaying notification that the security of your Codes or your Card has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- the time you first became aware (or should reasonably have become aware) of any of these events; and
- the time we are actually notified of the relevant event;

however, you will not be liable for any loss on any day, or in any period which exceeds any applicable Transaction limit for that day or period, and you will not be liable for loss in Excess of the Credit Limit of your Credit Card Account.

If it is not clear whether you have contributed to the loss caused by an unauthorised Transaction and where a password, PIN or Code was required to perform the unauthorised Transaction you

are liable for the least of:

- \$150 or a lower figure determined by us;
- the balance of the account or accounts (including any pre-arranged credit) from which we, and the accountholder have agreed could be accessed using the Card and/or password, PIN or Code; or
- the actual loss at the time we are notified of the misuse, loss or theft of a Card or breach of a security requirement (but not that portion of the loss incurred on any one day which is greater than the Daily Transaction Limit or other periodic Transaction limit - if any).

## **2.12 LIABILITY FOR BPAY PAYMENTS**

**2.12.1** If a BPAY payment is unauthorised or is made from your Card Account otherwise than in accordance with your instructions, we will credit your Card Account for the amount of the payment.

**2.12.2** If a BPAY payment is fraudulently induced by someone involved in the BPAY scheme, then that person should refund you that payment.

**2.12.3** If that person doesn't refund the payment you have to bear the loss. That is unless some other person in the BPAY scheme:

- knew of the fraud; or
- would have detected it with reasonable diligence.

In this case, that person must refund you the payment.

**2.12.4** We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY scheme, unless we:

- acted negligently; or
- breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

**2.12.5** You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- didn't observe any of your obligations; or
- acted negligently or fraudulently in regard to these Credit Card Terms and Conditions.

## **2.13 ELECTRONIC BANKING - EQUIPMENT MALFUNCTION**

If any system or equipment used to affect an electronic banking Transaction is faulty and you suffer any loss, you must contact us immediately and follow up with the details in writing. We will look into the problem as soon as possible.

We are responsible to account holders for any loss caused by the failure of a system or equipment to complete a Transaction that was accepted in accordance with your instructions. However, if you were aware or should reasonably have been aware that the system or equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and reducing any fees or charges imposed on you.



Also, we are not liable if you can't make a Transaction because the electronic system or equipment;

- did not recognise or kept your credit Card for any reason other than faulty electronic equipment
- did not work because of your deliberate or negligent act
- was not used according to these terms and conditions
- was faulty in a way that was outside our control or the equipment owner's control and you should have been reasonably aware that it was faulty;
- was not designed to handle the kind of Transaction you wanted to make;
- errors, inaccuracies, interruptions, viruses/defects due to any system or equipment failing to complete a transaction;
- delays resulting from any network, system or equipment failing to support the interactive service or Card; or
- any internet banking or telephone banking service or Card system or equipment failing to complete your Transaction instructions.

We will also not be liable for cash once it is visible or available from any electronic equipment, such cash is deemed to be at the risk of the cardholder.

You are solely responsible for your own computer and mobile phone anti-virus and security measures and those of any authorised User, to help prevent unauthorised access via internet or mobile banking to your Transactions and accounts.

If we're responsible, our liability is limited to the cost of re-supplying the service.

## **2.14 ELECTRONIC BANKING PROBLEMS OR COMPLAINTS**

If you have a problem or a complaint about a Transaction (including any entry on a statement), note down the details and call 1300 138 831 or contact any branch as soon as possible. We need to know details about the type of electronic terminal, location and problem experienced. We will investigate the problem and if we can't solve it immediately, we will tell you in writing of the steps we will take and how we intend to solve the problem.

If we have not finished our investigation within 21 days of receiving your complaint, we will tell you in writing that we need more time. We will complete our investigation within 45 days unless there are exceptional circumstances. If this is the case, we will tell you about these in writing, provide you with monthly updates on the progress of your complaint, and inform you of a date when a decision can reasonably be expected.

Before we say who or what caused the problem, we or the equipment owner will refer to the electronic system log to see if there was any fault in the system when the Transaction was made. We will give you these results in writing. We will also put into writing the results of our investigation and the reasons for our decision. We will include the sections of the ePayments Code which helped us make our decision.

If the investigation shows your account has been wrongly adjusted, we will correct this (and make similar corrections to any interest or charges). We will tell you in writing of any such changes.

If we think you are partly or wholly responsible pursuant to section 5.9 for the problem that was the basis of the complaint, we will tell you this in writing and show you copies of documents and other evidence involved. If you are not satisfied with any decision that we make, you can contact our Internal Dispute Resolution section and ask them to review your case. We can also advise you of other avenues of dispute resolution that are available to you.

## **2.15 GENERAL**

- We can, at our discretion, make electronic copies (including recordings) of or monitor any Transaction conducted via the internet or telephone banking for the purpose of accuracy and security.
- You must promptly produce documents or other evidence we require to enable us to verify your identity or other information about you.
- There may be some statutes (ie laws passed by parliament) or other law (usually called common law) intended to limit our rights. None of those statutes or laws will operate to limit our rights under this Credit Card Contract unless by law those rights cannot be negated. In particular, we need not give any notice before exercising any right, power (including power of sale) or remedy under this Credit Card Contract unless required by law. If the law does require notice, we need only give one day's notice or the shortest notice required by that law.
- If the law does require us to give you notice before exercising rights, we may not have to give notice if:
  - we cannot locate you after making reasonable attempts to do so; or
  - you are insolvent; or
  - we are authorised by a court.
- A certificate signed by or on behalf of us as to an amount payable to us is conclusive and binding on you.
- References to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa.

## **PART 3. CHANGES TO TERMS AND CONDITIONS OF YOUR AUSWIDE BANK VISA CREDIT CARD**

### **3.1 CHANGES TO YOUR CREDIT CARD TERMS AND CONDITIONS**

**3.1.1** Acting reasonably, we may change any term of this agreement at any time without your consent including:

- changing the Annual Percentage Rate (including the interest margin);
- changing the amount or time for repayments;
- changing the frequency of any payment;

- changing the amount or frequency of the payment of any fee or charge;
- imposing a new fee or charge;
- changing the method of calculating or debiting interest; and
- changing the use and withdrawal limits.

**3.1.2** We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply.

**3.1.3** Other changes may be made by agreement between you and us.

## **3.2 CHANGES TO ELECTRONIC BANKING TERMS AND CONDITIONS**

We will give you at least 20 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a Card, password, PIN or Code;
- impose or increase fees or charges for performing Transactions;
- increase your liability for losses relating to Transactions;
- change your Daily Transaction Limit or other periodical Transaction limit applying to the use of electronic equipment; or
- impose, remove or change your daily or other periodic limit on Transactions, an account or electronic equipment (eg. limits on the number or value of ATM withdrawals).

We can make other changes where it is required to do so to immediately restore or maintain the security of a system or an individual facility including the prevention of systemic or individual criminal activity, including fraud.

Subject to the law and these Credit Card Terms and Conditions, we can tell you about other changes in electronic banking by:

- a notice on or with your statement;
- a notice on ATMs or at our branches;
- secure message services on our internet banking service if you have agreed to this method;
- press ads; or
- a letter.

## **PART 4. INFORMATION STATEMENT**

### **4.1 CONTRACTS**

**4.1.1** The following statement is prescribed by law. Not all of the information in this statement may apply 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.

#### **4.1.2 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.

### **THE CONTRACT**

#### **4.1.3 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.

#### **4.1.4 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.

#### **4.1.5 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

#### **4.1.6 How can I find out the payout figure?**

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

#### **4.1.7 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.

#### **4.1.8** Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

#### **4.1.9** 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.

#### **4.1.10** 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 Australian Financial Complaints Authority (AFCA) and can be contacted at :

[Australian Financial Complaints Authority \(AFCA\)](#)

**Online:** [www.afca.org.au](http://www.afca.org.au)

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

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
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 [www.asic.gov.au](http://www.asic.gov.au).

## **4.2 INSURANCE**

### **4.2.1** Do I have to take out insurance?

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

### **4.2.2** 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.

**4.2.3** 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.

**4.2.4** 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.

**4.2.5** 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.

## **4.3 MORTGAGES**

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

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**4.3.2** 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.

**4.3.3** 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.

**4.3.4** 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 4.4.1 and 4.4.2.

Otherwise you may:

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

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first. If your credit provider won't give permission, you can contact their external dispute resolution scheme for help. If you have a guarantor, talk to the guarantor who may be able to help you. You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

#### **4.3.5 Can my credit provider take or sell the mortgaged property?**

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

#### **4.3.6 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.

#### **4.3.7 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.

### **4.4 GENERAL**

#### **4.4.1 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;
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

#### **4.4.2 What if my credit provider and I cannot 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 4.4.4.

#### **4.4.3 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 the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

#### **4.4.4 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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA), WHO CAN BE CONTACTED AT:

**TELEPHONE:** 1800 931 678

**POSTAL ADDRESS:** GPO BOX 3, MELBOURNE VIC 3001

**WEBSITE:** WWW.AFCA.ORG.AU

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

#### **4.5 PRIVACY**

You may access our Privacy Policy on our website **auswidebank.com.au/privacy** which sets out the information we may collect from you and how we use, store and disclose your information.



## PART 5. DEFINITIONS

**Additional Cardholder:** means any person nominated by you to effect Transactions on your Card Account and to be issued with a Card linked to your Card Account.

**Available Funds:** means the difference between the Credit Limit and the sum of the Outstanding Balance and any Transactions made or authorised but not yet debited to your Card Account.

**Annual Percentage Rate:** means the annual percentage rate that applies to your account as varied by us from time to time.

**Balance Transfer:** means a transfer from another non-Auswide Bank credit Card or store Card.

- at the time of applying for the Auswide Bank credit Card
- sometime after the customer's Credit Card Account is established

**Business Day:** means any day Auswide Bank is normally open for business in Queensland but not a Saturday, Sunday or public holiday.

**Card:** means any credit card that we provide you or an Additional Cardholder under this agreement.

**Card Account:** means your Visa Credit Card Account.

**Card Scheme:** means the Visa Credit Card scheme operated and maintained by Visa International Service Association ABN 70 007 507 511.

**Cash Advance:** means a debit to your Card Account:

- (a) which results in you receiving actual cash; or
- (b) where the funds are used to Purchase "cash equivalent" items such as cheques or travellers cheques ;or
- (c) where the funds are credited to any other account held by you or a third party including transfers via Internet banking, mobile banking app and counter; or
- (d) where goods, services or cash are obtained using any cheques linked to your Card Account. Examples of Cash Advances – ATM & Branch Cash withdrawal, Debit transfer, Sweep debit, Bank@Post withdrawal, Internet banking transfer and Telephone banking transfer.

Cash Advance interest components Interest on Cash Advances and interest charged on outstanding Cash Advance interest charges.

**Chargeback:** means the VISA Card operating rules for transferring the Transaction amount of a disputed Card Transaction from the merchant's financial institution to your Card Account.

**Closing Balance:** means the amount shown on your statement as your closing balance being the total amount then due by you to us.

**Credit Limit:** means the maximum amount of credit we make available on your Card Account as notified to you in the schedule or as varied from time to time.

**Credit Card Contract:** means the Credit Card Terms and Conditions together with the Credit Card Offer form the Credit Card Contract

**Daily Balance:** means the Outstanding Balance on your Card Account at the end of each day.

**Daily Percentage Rate:** means the Annual Percentage Rate divided by 365.

**Daily Transaction Limit:** means, in relation to any cash withdrawals made from ATMs or over the counter, \$2,000 or the Available Funds, whichever is the lower. For all other Transactions, the Available Funds.

**Due Date:** means the 24th day of each month.

**Effective Date:** means the date a Transaction is initiated .

**EFTPOS:** means electronic funds transfer at point of sale.

**EFT Transaction:** means a Transaction to which the ePayments Code applies.

**Eligible Transaction:** means any Purchase by a User but excludes Balance Transfers, BPay payments, Cash Advances, fees and charges under the Card Account, interest charges, government fees and charges and unauthorised Purchases for which you are not liable.

**Excess:** means the amount by which the Outstanding Balance exceeds the Credit Limit.

**Linked Account:** means an account with us other than the Card Account or any other Auswide Bank Credit Card Account which a User nominates and which we authorise a User to access by using their Card.

**Minimum Payment:** means the amount set out in 1.12 Payments.

**Outstanding Balance:** means, at any time, the Excess of all amounts debited over all amounts credited to your Card Account.

**Overdue Amount:** means, at any time, the amount that is overdue for payment on your Card Account.

**PIN:** means the Personal Identification Number you use with the Card.

**Posting Date:** means the date a Transaction (not being a Cash Advance) is processed to your Card Account.

**Purchase:** means any amount charged by a supplier for the supply of any goods or services purchased by the use of a User's Card or Card details including those effected by mail, internet or telephone or any Transaction made via BPay.

**Purchase Interest Components:** means interest on Purchases, interest charged on outstanding Purchase interest, interest charged on government charges and fees, and interest charged on outstanding government fees and charges.

**Transaction Date:** means the date any Transaction takes place.

**Transaction:** means any Purchase or Cash Advance.

**User:** means you and any Additional Cardholder approved by us. You and your the cardholder(s) in whose name the Card Account is opened. Where the Card Account is opened in two or more names, your liability under the Card Account is joint and several Auswide Bank Ltd.

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**Auswide Bank Ltd**

ABN 40 087 652 060

AFSL and Australian Credit Licence no. 239686

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