



Bank of Melbourne | **Private**

# Visa Platinum Card

Conditions of Use  
and Rewards Program  
Terms and Conditions

Issue Date: 20 March 2013

**This document does not contain all the terms of this agreement or all of the information we are required by law to give you before the agreement is formed. Further terms and information are in the Offer.**

**Important:**

To gain access to the convenience of electronic banking terminals - ATM/EFTPOS outlets/cash dispenser units/giroPost outlets - it is necessary for you to have a PIN on your card. We give you a PIN. You can choose your own PIN. If you wish our branch staff will be pleased to help you do this.

**Caution!** When your card is magnetically encoded and the card is exposed to a strong magnetic field or comes into contact with another plastic card with a magnetic strip, the encoded information may be destroyed. The card may then be unusable in electronic terminals.

The Offer states who the account owner is. The account owner is also the primary cardholder. If you are the primary cardholder, you are liable for the entire balance. If this is a joint account, each of you is a primary cardholder and each of you is jointly and individually liable for the entire balance. Either of you can write to us and terminate your liability for future advances on your joint account. However, you remain liable for transactions made before, but debited to the account after, you terminate your liability.

This booklet details the respective rights and obligations, for you and Bank of Melbourne, and offers guidance on the proper and safe use of credit cards and electronic banking services.

We strongly recommend that you read this booklet carefully and retain it for your future reference. If you do not understand any part of it, please contact our staff on 03 9274 4785. They will be happy to explain any matter for you.

This booklet contains two sections. Section A "Credit Cards Conditions of Use" and Section B "Private Frequent Flyer Rewards Terms and Conditions".

# Contents

page

## Section A: Credit Card Conditions of Use

Important Words	6
1 Agreeing to these conditions of use	9
2 Other conditions	10
3 Privacy	10
4 Your address	10
5 Cards	11
6 Additional cardholders	11
7 Security of cards and PINs	12
8 Lost or stolen cards or PIN revealed	14
9 Credit limit	14
10 Using the card	15
11 Daily limits at terminals	18
12 Using a terminal	18
13 Processing transactions	19
14 How we process foreign currency transactions on your card account	19
15 What you must pay	20
16 Statements and monthly payments	20
17 Annual percentage rate	21
18 Interest charges	22
19 Fees and charges	25
20 How to pay	25
21 Automatic Payment Plan	25
22 What happens to payments we receive?	26
23 Death of a cardholder	26
24 Liability for unauthorised transactions	27
25 Deposits at Bank of Melbourne ATMs	30
26 Internet and Phone Banking	30
- Security of your Internet and Phone Banking security number and Internet banking password	35
- If your Internet and Phone Banking security number or Internet Banking password is revealed	37
- Liability for unauthorised transactions or you suspect unauthorised transactions	37
- Internet and Phone Banking service malfunction	40

---

27	BPAY Scheme	40
28	Electronic banking system malfunction	49
29	Resolving disputes	50
30	Certificates	52
31	What happens if you breach any of these conditions?	52
32	Closing your card account	52
33	Cancellation and return of cards	52
34	Payment on closure or cancellation	53
35	Assignment	53
36	Cancellation of debit authorities on your card account	53
37	Changes to these conditions	54
38	Non-Bank of Melbourne Group ATMs	54
39	Terminal transactions	54
40	General information	55
41	National Credit Code	55
42	GST	56
43	Balance transfers	56
44	Appropriate use of our services	57
<b>Information Statement</b>		
1	How can I get details of my proposed credit contract?	57
2	How can I get a copy of the final contract?	57
3	Can I terminate the contract?	58
4	Can I pay my credit contract out early?	58
5	How can I find out the pay out figure?	58
6	Will I pay less interest if I pay out my contract early?	58
7	Can my contract be changed by my credit provider?	58
8	Will I be told in advance if my credit provider is going to make a change in the contract?	58
9	Is there anything I can do if I think that my contract is unjust?	59
10	Do I have to take out insurance?	59
11	Will I get details of my insurance cover?	59
12	If the insurer does not accept my proposal, will I be told?	60
13	In that case, what happens to the premiums?	60
14	What happens if my credit contract ends before any insurance contract over mortgaged property?	60

---

15	If my contract says I have to give a mortgage, what does this mean?	60
16	Should I get a copy of my mortgage?	60
17	Is there anything that I am not allowed to do with the property I have mortgaged?	60
18	What can I do if I find that I cannot afford my repayments and there is a mortgage over property?	60
19	Can my credit provider take or sell the mortgaged property?	61
20	If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?	61
21	When can my credit provider or its agent come into a residence to take possession of mortgaged goods?	61
22	What do I do if I cannot make a repayment?	61
23	What if my credit provider and I cannot agree on a suitable arrangement?	61
24	Can my credit provider take action against me?	62
25	Do I have any other rights and obligations?	62

## Section B: Private Frequent Flyer Rewards Terms and Conditions

1	Definitions	63
2	Earning Points	63
3	Calculation of Points	64
4	Redemption of Points	65
5	Use of Information	65
6	Disputes	66
7	Changes and Termination	66
8	General	67
Contact Details		
	Disputes	66
	Important	66
	Credit Card enquiries	68

# Section A: Credit Cards Conditions of Use Terms and Conditions

## Important Words

**access method** means a method we authorise you to use to instruct us through electronic equipment to debit or credit a card account.

It comprises the use of one or more components including a card, card number, PIN, Internet and Phone Banking security number, Internet Banking password or Internet and Phone Banking access number or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction.

**additional cardholder** means a person or persons to whom a card has been issued at your request under condition 6.

**agreed line of credit** means the daily card limit or credit arrangement existing on a linked account, as you and we agree from time to time.

**ATM** means an automated teller machine owned by us or another financial institution.

**“at risk” transaction** means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction.

**available credit** means any unused portion of your credit limit excluding any uncleared cheques.

**balance owing on your card account** means, at any time, the difference between all amounts credited and all amounts debited to your card account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**banking day** means a day when we are open for normal banking business in your State or Territory, other than a Saturday or Sunday.

**balance transfer** means any amount you or an additional cardholder transfer to your card account in accordance with clause 43.

**card** means any Bank of Melbourne Private Visa Platinum credit card we issue to you or an additional cardholder for use on your card account.

**card account** means the account shown in the Offer.

**cash advance** means a transaction on your card account which involves you or an additional cardholder receiving cash using a card including any amount debited to your card as a result of a transfer to or from another account you have with us. This also includes any transaction against credit balances in your card account.

**cash advance balance** includes any cash advances, any fees resulting from a cash advance, and any interest charges from a cash advance that are debited to your card account.

**code** means a PIN, Internet and Phone Banking security number, Internet Banking password and any similar information which may be required to make EFT transactions to or from your card account and which the user is required to keep secret.

**contactless transaction** means a purchase transaction made by holding your card (which is capable of making a **contactless transaction**) in front of a **contactless terminal** and without having to insert or swipe it;

**contactless terminal** means an **electronic banking terminal** which can be used to make a contactless transaction.

**daily percentage rate** means the rate determined by dividing the annual percentage rate by 365.

**device** means an article we give a user to perform EFT transactions.

**due date** means the minimum payment due date included on a monthly statement issued on your card account.

**EFT account** means an account from or to which you can transfer funds through electronic equipment.

**EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets.

**EFT system** means the network of electronic systems used for the transmission of EFT transactions.

**EFT transaction** means a transfer of funds initiated by an instruction you give through electronic equipment to debit or credit an EFT account and not intended to be authenticated by comparing a manual signature with a specimen signature.

**electronic equipment** includes a terminal, computer, television and telephone.

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax.

**identifier** means information that a user knows and must provide to perform an EFT transaction but is not required to keep secret.

**including** or **includes** or **such as** or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**Internet and Phone Banking** means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify.

**Internet and Phone Banking access number** means the number used in conjunction with the Internet and Phone Banking security number and Internet Banking password to access Internet and Phone Banking.

**Internet and Phone Banking security number** means the personal identification number used in conjunction with the Internet and Phone Banking access number and Internet Banking password to access Internet and Phone Banking.

**Internet Banking password** means the password you select for use in conjunction with the Internet and Phone Banking access number and the Internet and Phone Banking security number to access Internet Banking.

**linked account** means any account which is linked to the card other than the credit card account.

**merchant** means a provider of goods or services who accepts payment by card.

**Offer** means the Bank of Melbourne Private Visa Platinum Card Offer we make to you setting out details of your card account and other information and which forms part of this agreement.

**PIN** means a personal identification number or word used in conjunction with a card.

**PINpad** means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification.

**promotion plan** means a special promotional offer made by us to you, in terms of which, if the offer is accepted, a different annual percentage rate will apply to an agreed portion of the balance of the card account for an agreed period of time.

**Secure Code** means a randomly generated code that we send to you to authenticate each “at risk” transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number.

**Secure Code Service** means our method of Two Factor Authentication where we send you a Secure Code to authenticate “at risk” transactions performed by you using Internet Banking.

**small business** means a business employing:

- (a) less than one hundred full-time (or equivalent) persons if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) persons, but does not include a business that opens a card account in connection with another business that does not meet the elements in (a) or (b) above.



**terminal or electronic banking terminal** means any authorised terminal or device in which you can use your **card** and PIN. This includes:

- Bank Of Melbourne branch terminals in Australia;
- Bank Of Melbourne automatic teller machines in Australia;
- Automatic teller machines of other selected financial institutions in Australia;
- Automatic teller machines overseas bearing the scheme logo for your card;
- Automatic teller machines overseas bearing the Cirrus logo (for MasterCard® cards only);
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal
- Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

**third party payments** means:

- a payment made to a third party; or
- a payment made to an account, in the name of the person authorising the payment, at another financial institution.

**Two Factor Authentication** means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone.

**user** means, you and the person(s) authorised by you pursuant to these terms & conditions (or other terms & conditions relating to an EFT account) to perform the type of transactions permitted by you.

**we or us or Bank of Melbourne or the Bank** means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 Australian financial services licence 233714 Australian credit licence 233714 and its successors and assigns.

**you** means the person named as the account owner in the Offer. You does not include an additional cardholder. If there are two of you, you means each of you separately and both of you jointly. You includes your successors and assigns.

## 1 Agreeing to these conditions of use

When you receive your new card or when an additional cardholder receives a new additional card, you and the additional cardholder must each activate the card separately by following the instructions we provide you. The first time you or an additional cardholder sign a card, activate a card or authorise a transaction on your card account you will automatically be agreeing to these conditions. These conditions then apply to all transactions on your card account.

If there are more than one of you, these conditions will apply to each of you as soon as one of you or an additional cardholder signs a card or authorises a transaction.

If there is more than one of you, you are liable jointly and individually for the balance owing on the card account. We can ask either or both of you to repay the balance owing on your card account. Either of you can write to us and terminate your liability for future advances on your card account. If either of you ask to terminate your liability, we will cancel any cards and stop operation of your card account. In any case, each of you remain liable for all transactions either of you make prior to the date you cancel your liability for future advances on your card account, even if the transactions are debited to the card account after the cancellation date.

If you do not agree with these conditions, do not sign your card and do not allow an additional cardholder to sign a card; and do not activate your card and do not allow an additional cardholder to activate a card; and do not carry out or permit an additional cardholder to carry out any transaction - instead, return all cards to us (cut in half for your protection).

## 2 Other conditions

All conditions applying to your linked accounts also apply when you or an additional cardholder use the card on those accounts. Those conditions form part of this agreement.

We warrant that we will comply with the ePayments Code, where it applies.

The relevant provisions of the Code of Banking Practice apply to this agreement if you are an individual or a small business.

## 3 Privacy

If the card account is in more than one person's name or if there is an additional cardholder, each of you agrees that each person may use the card account and have access to card account information without any other cardholder's consent.

## 4 Your address

You must notify us if you change your residential or postal address, either in writing or by contacting Bank of Melbourne Private on 03 9274 4785.

If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your card account until you give us your current contact details.

## 5 Cards

We will not issue more than four cards on your card account.

We will either mail out your card or send it to a nominated branch. You may collect all cards issued. Additional cardholders may only collect their own card.

You must sign your card as soon as you receive it. You must ensure any additional cardholders do likewise.

Each card is for the sole use of the person named on it and is only valid from the “valid from” date (when shown or, if not shown, the issue date) to the “until end” date shown on it.

Each card remains our property. You are responsible for ensuring all cards are returned as soon as we ask you to do so. We may issue replacement cards at any time.

All cards are subject to these conditions.

## 6 Additional cardholders

You may nominate a person who is 16 years or older (unless we agree otherwise) to be your agent to operate on your card account. If approved, we will issue that person with a card linked to your card account.

You should ensure that each additional cardholder reads and understands these conditions of use. If any additional cardholders do not comply with them, you will be in default.

You are liable to pay for (or to repay) any credit provided to any additional cardholder. Your card account will be debited with all transactions made by any additional cardholder. Accordingly, you are responsible for all these transactions as if you had made them yourself.

You must tell us in writing if you want to cancel any additional card or stop any additional card from being used. You must return that card to us or, if you cannot readily do so, you must take all reasonable steps to have it returned to us.

If you cannot return an additional card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the card returned to us. You remain responsible for all transactions made with an additional card until we receive that additional card or, if you cannot obtain the additional card, until the later of:

- the date you ask us to cancel the additional card; and
- when you have taken all reasonable steps to have the card returned to us.

In any case, you remain liable for all transactions the additional cardholder makes prior to the date you are no longer responsible for transactions made with that additional cardholder's card, even if the transactions are debited to your card account after that date.

We will not accept any person as an additional cardholder unless their identity has been verified in accordance with our procedures. A person nominated by you to be an additional cardholder on your card account must provide any details that we request for this purpose.

You consent to us giving any additional cardholder information about your card account.

## 7 Security of cards and PINs

The security of your card and PIN and the card and PIN of any additional cardholder is very important as they allow unrestricted access to your card account and any linked account. You must make every effort to see that your card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your card and PIN your liability is determined under condition 24.

### Your obligations

You must:

- sign your card as soon as you receive it
- not record your PIN on your card or on any article normally carried with your card and which is liable to loss or theft with your card
- not permit any other person to use your card
- not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff)
- use care to prevent anyone else seeing your PIN being entered in a terminal.

### Your own personal PIN

We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or a number). We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.

When selecting your own PIN, it must comprise four digits or a word of four letters. Under the next heading, we tell you the PINs you should not select.

## Can you record a memory aid for your PIN?

If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised PIN on your card
- not to disguise your PIN by reversing the number sequence
- not to describe your disguised record as a “PIN record” or similar
- not to disguise your PIN using alphabetical characters or numbers:  
A = 1, B = 2, C = 3, etc
- not to select or disguise your PIN using any of the following combinations (or parts of them):
- dates of birth
- personal telephone numbers
- car registration numbers
- family members’ names
- social security numbers
- licence numbers
- not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
- calculators
- personal computers
- electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN.

You must exercise extreme care if you decide to record a memory aid for your PIN.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

## Additional cardholders

We give your additional cardholders the convenience and security of being able personally to select their own PIN (which may be a word or number). You must ensure that each additional cardholder signs their card as soon as they receive it, protects their card and stores their PIN as safely as this condition requires you to protect and store yours.

## 8 Lost or stolen cards or PIN revealed or suspected unauthorised transactions

You must tell us and ensure that an additional cardholder tells us as soon as possible if a card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of your card account or that unauthorised transactions have been made.

You may notify us in Australia by telephoning us on 1800 028 208 (available 24 hours a day).

If you are overseas, you may notify us by calling 613 9982 4156 (available 24 hours a day). A telephone call made to this number may be made on a “reverse charge” basis and you will not be charged.

If a card is reported lost or stolen, we place a hold on all cards issued on your card account. The person reporting a card lost or stolen, must inform all other cardholders.

If you do not notify us you may be liable for unauthorised use - see condition 24.

You will need to give us all relevant information you may have, so that we can suspend card access to your card account and linked accounts.

You may be asked to confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.

When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

In Australia, if you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

If a card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

## 9 Credit limit

Your credit limit is shown in the Offer. This is the maximum amount of credit you or any additional cardholder may normally obtain on your card account, including any accrued fees or interest charges.

You should tell each additional cardholder about your credit limit. You are responsible if the credit limit is exceeded. A fee may be charged if your credit limit is exceeded.

If the balance owing on your card account is more than the credit limit, you must immediately repay us the excess amount. We need not ask you for this amount first.

You may apply to us to increase your credit limit and, if we decide to do so, we must tell you the new credit limit in writing.

We may reduce the credit limit or stop providing further credit as we choose. If we do so, we tell you in writing.

## 10 Using the card

### 10.1 Using the card to obtain goods and services

- **at a merchant**

You can normally use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the card symbol is displayed.

The fact that the card symbol is displayed at a merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the card. We are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours.

- **through mail order, telephone and other types of remote access**

Where the merchant accepts the following forms of payment, you can use the card to obtain goods and services through mail order, by telephone and by other types of remote access (such as the Internet).

If we allow you to use your card by a method of remote access (such as the Internet) you must do so in accordance with our terms of use applicable to that method.

Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.

If we approve an authorisation we reduce the available credit on your card account by up to the amount of the authorisation.

Some merchants, for example hotels and car rental agencies, may request confirmation that your card account has sufficient available credit to meet the estimated cost of the goods and services they will supply. We treat the request as a request for authorisation. Once the request is approved, your available credit is reduced by up to the amount of the estimated cost.

This means even though the balance owing on your card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on your card account. When the goods and services have been supplied, the merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available credit by the sum of the two authorisation amounts.

### **You should ensure the merchant cancels the original authorisation.**

You must check that the correct amount is entered in a terminal or written in the “total” box on a voucher before you authorise the transaction or sign the voucher.

Use of a card by you or an additional cardholder to make a transaction is an order for us to process the transaction. A cardholder may not request us to alter or stop payment on the transaction. A card transaction cannot be stopped prior to presentation for processing. It may not be able to be stopped even after that presentation.

You or an additional cardholder may only cancel periodical debits a cardholder authorises a merchant to make to your card account by direction to the merchant.

We are not responsible for goods or services obtained by using the card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant. In some circumstances, we may be able to exercise a chargeback right for you (see Condition 16).

A card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the cardholder's jurisdiction.

## **10.2 Using the card to obtain cash**

You can use your card to obtain cash advances from your card account or to obtain cash from any linked account. If you link an account with a credit facility to your card, you can use your card to get access to that credit facility (only within Australia).

### **• cash advances**

You can obtain a cash advance from your card account at any of our branches by presenting your card at the counter and using your signature.

You can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit (shown in the Offer) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call Bank of Melbourne Private on 03 9274 4785 for details). You may also be able to obtain a cash advance on your card account by presenting your card at a branch counter of some of these associated financial institutions.



When obtaining cash at a branch of any bank, you may be required to produce suitable identification which identifies the holder of the card (such as a photographic driver's licence or passport).

You may obtain cash advances with your card from any ATM or from any bank branch throughout the world displaying the Visa logo.

The minimum and maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our terminals is \$20 (subject to note denominations available).

You may be able to transfer amounts from a nominated card account to another account you have with us. Those amounts transferred will be treated as cash advances but do not form part of your daily cash limit. This service is available for some accounts only within Australia. Details are available by calling Bank of Melbourne Private on 03 9274 4785.

We do not warrant that ATMs will always have money available.

If you are registered as a Bank of Melbourne Phone Banking user, you may also be able to transfer amounts from your card account to your linked account by using the Bank of Melbourne Phone Banking service. All amounts transferred from your card account will be treated as cash advances.

- **cash from linked accounts**

You can use your card and PIN to gain access to your linked accounts at terminals. You can therefore obtain cash from a linked account in accordance with the conditions applying to that account.

### 10.3 Vouchers

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.

### 10.4 Using the card - additional cardholders

Each additional cardholder may use their card on the same terms as those which apply to you under this condition 10.

### 10.5 Stopping operations on your card account

We may not allow any operations on your card account if we cannot locate you after having made reasonable efforts to do so. Please refer to condition 4 for further information.

## 11 Daily limits at terminals

### 11.1 Cash limit

- **ATM and EFTPOS**

The maximum total amount of:

- cash advances you and any additional cardholder can obtain with cards through ATMs, and
- cash you and any additional cardholder can obtain from your linked accounts through ATMs and EFTPOS,

on any one day is shown in the Offer (that is, this is the maximum total of cash advances and cash that can be obtained from linked accounts for each cardholder).

Merchants or other providers of facilities may impose additional limits.

This means that you may have to make two or more transactions to reach your daily limit.

### 11.2 Purchases limit

- **EFTPOS**

The maximum amount of value you can obtain with the card and PIN from a linked account for purchases of goods and services through EFTPOS on any one day is shown in the Offer.

For the purpose of this condition 11, each day ends at 12 midnight in New South Wales.

Merchants or other providers of facilities may impose additional limits.

## 12 Using a terminal

When you or an additional cardholder use the card and PIN at a terminal, you authorise us to act on the instructions entered into the terminal.

There may be short periods when transactions will not be available when we are maintaining our systems.

If it is not possible to carry out the instructions you or an additional cardholder give a terminal on your card account, the transaction will not be accepted.

A card may be retained in a terminal if you or an additional cardholder enter an incorrect PIN on three consecutive occasions.

Money is at your risk from when it becomes visible or available to you or an additional cardholder at an ATM.

You may elect not to require a receipt to be issued at a terminal which identifies which one of you or an additional cardholder has used the card account.

You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by merchants or financial institutions, or use your card at a contactless terminal and before you enter your PIN at electronic banking terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your card at an electronic banking terminal, you indicate your agreement that the transaction amount is correct.

Transaction limits apply to the use of a card to make a contactless transaction at a contactless terminal. We will notify you of any such limit if your card is capable of making a contactless transaction.

A cash advance cannot be made using a card in a contactless terminal.

### 13 Processing transactions

We may assign any date we consider appropriate to a debit or credit to your card account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to your card account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that you pay.

We may subsequently adjust debits and credits to your card account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

### 14 How we process foreign currency transactions on your card account

If a Visa card is used to make a foreign currency transaction on your card account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

Fees apply to each foreign currency transaction made with a card on your card account.

All foreign currency transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

## 15 What you must pay

You must pay us for all amounts debited to your card account. These include:

- (a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order or by other types of remote access;
- (b) the amount of any BPAY Payment debited to your card account in accordance with condition 27.4;
- (c) the amount of all cash advances;
- (d) interest charges;
- (e) government taxes, duties and charges payable by us in connection with the card account (whether or not you are primarily liable to pay them); and
- (f) the service fee and any of our other fees or charges referred to in condition 19.1.

You are also liable for unauthorised use of your card as set out in condition 24.

## 16 Statements and monthly payments

We send you a monthly statement (not always on the same day of each month) for your card account. However, we need not send you a statement if:

- (a) no amounts have been debited or credited to your card account during the statement period and the amount outstanding is below \$5. Even then, we will send you a statement at least once each six months; or
- (b) the account has a zero balance and no amounts have been debited or credited to your card account during the statement period.

The statement includes:

- (i) the start and end dates of the statement period;
- (ii) the opening and closing balance of your card account;
- (iii) the due date for payment, which is 25 days after the statement date; and
- (iv) the minimum payment (see below);
- (v) the interest charges; and
- (vi) fees and charges debited to your card account.

It also lists all transactions and amounts debited or credited to your card account during the statement period.

All amounts requiring payment are shown on the statement in Australian dollars. You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us, or query an entry on a statement, if possible, before the due date for payment. You can do so by phoning us on [13 22 66].

In some circumstances, card Scheme rules allow us to charge a transaction on your card account back to the merchant with whom you made the transaction.

We will claim a chargeback right (if the right is available) for a transaction on your card account if:

- you ask us to do so; and
- you give us the information and material we require to support the chargeback,

within 30 days after the date of the statement on which the transaction is recorded. You may do so by phoning us on 03 9274 4785.

Otherwise any chargeback we have under card Scheme rules may be lost.

The timeframe for disputing a transaction may not apply to reporting unauthorised EFT transactions covered by the ePayments Code.

We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY Payments from your card account. Otherwise, card Scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

**Any right of chargeback we may have under card Scheme rules may be lost if you do not:**

- **inform us promptly that you wish to dispute a transaction; and**
- **provide us with any information or material we require to support a chargeback.**

Refer also to conditions 24.3 and 26.23 in this context.

You are responsible for paying all amounts shown on the statement but you need not pay the entire closing balance outstanding shown on a statement, unless the minimum payment required is the closing balance. **You must pay the minimum payment shown on each statement by the due date** and you **may** pay more or all of the closing balance outstanding if you wish. The minimum payment requirement is shown in the Offer.

If there is an overdue amount shown on the statement, you must immediately pay us that amount. We need not ask you for this amount first. This amount is in addition to the normal minimum payment.

## 17 Annual percentage rate

The annual percentage rate on your card account is shown in the Offer.

We may change the annual percentage rate at any time. If we increase the rate, we notify you in writing or by newspaper advertisement on or before the date of the change. If we decrease the rate, we notify you on your next statement. The new annual percentage rate applies from the date we specify in the notice.

Details of our current annual percentage rates are available on request at our branches.

## 18 Interest charges

Interest charges in a statement period are calculated by applying:

- (a) the daily percentage rate applicable to cash advances separately to the unpaid daily balances of the cash advance balance; and
- (b) the daily percentage rate applicable to purchases separately to the unpaid daily balances of the purchase balance.

The total amount of interest charges debited to the card account is the sum of the interest charges on the cash advance balance and the purchase balance.

### 18.1 Interest charges on purchases and our fees

#### (a) Interest free days

If the Offer states that you have interest free days on your card account, we do not charge interest on purchases or on our fees (excluding fees that result from a cash advance) that are listed on a statement if you pay the closing balance by the due date for payment listed on every statement.

If you do not pay the closing balance on a statement by the due date for payment, you will not have interest free days on purchases or our fees unless you pay the closing balance by the due date in 2 consecutive statement periods.

If you pay the closing balance by the due date in a statement period, we do not charge interest on purchases or fees (excluding fees that result from a cash advance) debited to your card account in that statement period.

If you do not pay the closing balance by the due date for payment listed on a statement, unpaid purchases and fees (excluding fees that result from a cash advance) outstanding as well as new purchases and fees (excluding fees that result from a cash advance) debited to your card account in that statement period will be included in the calculation of the interest charge.

We calculate the interest applicable in any statement cycle on purchases and purchase fees:

- from the date the relevant transaction is made or from the date assigned to the transaction in accordance with condition 13 (the purchase transaction date); or
- if the purchase transaction date is prior to the start of the statement cycle, from the first day of the statement cycle,

until these amounts are paid in full.

There is no interest free period for these interest charges.

**(b) No interest free period on:**

*(i) interest charges*

We charge interest on interest charges on purchases and fees which we debit to your card account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and our fees on which we charge interest. Interest is charged from the date shown on your statement for an interest charge until it is paid in full.

*(ii) balance transfers*

There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer. Interest free days do not apply to purchases or fees until the balance transfer amount is paid in full.

**(c) Calculating interest on purchases, fees and interest charges on purchases and fees**

Except as provided under paragraph (a), we charge interest on each amount of:

- purchases;
- fees;
- interest charges on purchases and our fees, excluding fees that result from a cash advance, debited to your card account from the date shown on your statement for that transaction until the date we receive payment of it in full.

Any reference to the date assigned to the purchase means either:

- the date on which the purchase was made; or
- the opening date shown on the statement of account on which the purchase was itemised,

whichever is the later.

When interest is payable, we charge interest at the end of a statement period on the balances of purchases, fees and interest charges on purchases and fees during the statement period.

**18.2 Interest charges on the cash advance balance**

We charge interest on cash advances, fees resulting from a cash advance, and interest charges on cash advances debited to your card account. There is no interest free period for either cash advances, fees resulting from cash advances or interest charges on cash advances until they are paid in full. Interest is charged from the date shown on your statement for cash advances, fees resulting from cash advances and interest charged on cash advances until they are paid in full.

Any reference to the date assigned to the cash advance means either:

- the date on which the cash advance was made; or
- the opening date shown on the statement of account on which the cash advance was itemised,

whichever is the later.

Whenever we debit your card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on your card account.

### 18.3 Interest charges on balance transfers

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account. There is no interest free period for either balance transfers or for interest charges on balance transfers. Interest is charged from the date shown on your statement for balance transfers and interest charges on balance transfers until they are paid in full.

Any reference to the date assigned to the balance transfer means either:

- the date on which the balance transfer was made; or
- the opening date shown on the statement of account on which the balance transfer was itemised,

whichever is the later.

Whenever we debit your card account with interest charges on balance transfers, those interest charges become part of the balance of balance transfers on your card account.

### 18.4 General

Interest charges are added (debited) to your card account every statement date (but are not included for the calculation of interest on that day).

We do not charge interest on government taxes and duties debited to your card account.

### 18.5 When interest calculation method changes

If we change the interest rate calculation method at your request, the change takes effect from the **first day of the interest period** during which we make the change. That is, the interest rate calculation method change applies:

- retrospectively to all card purchases, balance transfers and cash advances from the first day of the statement period during which we make the change until the date that we make the change; and
- to all future transactions which you make on or after the date we make the change.



## 19 Fees and charges

- 19.1 We may charge the fees and charges shown in the Offer and any new fee or charge we introduce.
- 19.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals charged under this agreement or duties charged relating to the use of a card or to transactions on your card account or both, in each case calculated in accordance with the relevant legislation. These charges and duties are payable whether or not you are primarily liable for such charges and duties.
- 19.3 Details of our current fees and charges are available on request at our branches.
- 19.4 All fees are non-refundable.
- 19.5 We debit all fees and charges and government charges and duties payable under this agreement to your card account.

## 20 How to pay

You may pay at any of our branches through the Automatic Payment Plan, at some Bank of Melbourne ATMs, Bank of Melbourne Phone Banking, BPAY or the Internet.

The amount of credit available to you is not changed by:

- (a) the proceeds of a deposited cheque until the cheque has cleared (details of our current cheque clearance days are available at our branches); or
- (b) cash deposits until we credit them to your card account in the normal course of business.

You must pay in Australian dollars in Australia. Payments overseas are not possible. If you are overseas when a payment is due, you must still ensure that any minimum payment is made.

If you are in the Automatic Payment Plan, we debit the payment specified on your statement to the account you selected for debiting under the Plan. We debit the payment 25 days after the statement date (or if that is not a banking day, then the next banking day).

## 21 Automatic Payment Plan

If you are in the Automatic Payment Plan and the deduction is not honoured by the bank, you must immediately pay us the amount of the required deduction. We need not ask you for it first.

If you want to change or discontinue your Automatic Payment Plan you should call us or contact one of our branches. We will then arrange to make the change you want, or arrange for the Automatic Payment Plan to be discontinued. This change will be effective from the next statement date following the date of change.

If you close the account we are debiting under your Automatic Payment Plan, you must:

- tell us the new account on which we can draw payments under your Automatic Payment Plan; or
- cancel your Automatic Payment Plan.

If you do not, you may be charged a dishonour fee, if we cannot draw a payment under your Automatic Payment Plan.

We may discontinue your Automatic Payment Plan if the Plan is not working properly - for example, if the account you selected for debiting is regularly short of funds. We would normally contact you before we discontinue your Plan.

## **22 What happens to payments we receive?**

All payments made to the card account will be applied in the following order:

- interest charges incurred to date;
- bank fees and charges incurred to date;
- government duties, taxes, rates and charges incurred to date if applicable;
- cash advances, purchases and balance transfer amounts shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate; and
- cash advances, purchases and balance transfer amounts not shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate.

If the same annual percentage rate applies to two promotion plans, payment will first be applied to the promotion plan having the earlier expiry date.

## **23 Death of a cardholder**

We must be notified, without delay, if:

- you die; or
- an additional cardholder dies.

## 24 Liability for unauthorised transactions

### 24.1 EFT transactions other than Internet and Phone Banking transactions

This condition 24.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions, condition 26.23 applies to Internet and Phone Banking transactions. Your liability for unauthorised transactions by use of a card and that required a manual signature is covered by condition 24.2.

You are not liable for unauthorised transactions if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised transactions where a PIN is required will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT accounts on which the unauthorised transactions were made and to which you have access by use of your Card and PIN; or
- (c) the actual loss incurred before you notify us under condition 8 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please see below.

You are not liable for losses caused by:

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised transactions which occur after you have given us notice as required by condition 8; or
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and PIN; or
- a card or PIN that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that are able to be made using an identifier without a card or PIN; or
- unauthorised transactions that are able to be made using a card and not a PIN, provided the user did not unreasonably delay in reporting the loss or theft of the card.

When you will be liable for actual losses resulting from an unauthorised transaction:

- (a) For losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or
- (b) If you have contributed to the unauthorised use because you:
  - engaged in fraud;
  - voluntarily disclosed your PIN to anyone, including a family member or friend; or
  - indicated your PIN on your card; or
  - kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your card or liable to loss or theft simultaneously with your card; or
  - selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so; or
  - left a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or
  - acted with extreme carelessness in failing to protect the security of your PIN,

your liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified of the loss, theft of your PIN or your card or we are notified of the existence of unauthorised transactions; or
  - (ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to draw on the days that unauthorised use occurs.
- (c) If you have contributed to the unauthorised transaction because you unreasonably delay in notifying us that:
    - your card has been lost, stolen or misused; or
    - your PIN has become known to someone else,

you will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability of these losses will not exceed the smallest of:

- (i) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (ii) the funds available in your card account and your linked accounts including any agreed line of credit; or

- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs
- (d) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed by using your card and/ or PIN. Your liability under paragraph (b) is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in paragraph (b).
- (e) Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

### **Liability for manual signature card transactions**

24.2 Liability for unauthorised EFT transactions are subject to the ePayments Code and are covered by conditions 24.1, condition 26.23 and 27.23. Liability for unauthorised transactions conducted by use of a card and that require a manual signature are not subject to the ePayments Code and are covered by this condition 24.2.

Condition 7 sets out your obligations to maintain the security of your card. Condition 8 sets out your obligations if you lose your card or if your card is stolen. Please read those conditions carefully.

Normally, if any card is lost or stolen, you will only be liable for unauthorised transactions by use of the card and a manual signature up to a maximum of \$150. However, if you do not meet the obligations in condition 7, you are liable for any unauthorised transactions conducted by use of a card and that required a manual signature. Also, if you unreasonably delay in notifying us under condition 8 that your card is lost or stolen, you are liable for any unauthorised transactions conducted by use of the card and that required a manual signature, made prior to you notifying us.

In any case, you are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by condition 8;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to your card account.

### **Unauthorised transactions and chargebacks**

24.3 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

## **Additional cardholders**

- 24.4 Condition 24 applies equally if any additional cardholder contributes to the unauthorised use or unauthorised transactions in any of the ways listed in the condition.

## **Transactions you or an additional cardholder make**

- 24.5 No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 24.

## **25 Deposits at Bank of Melbourne ATMs**

Deposit envelopes from Bank of Melbourne ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to either or both your card account and any linked account.

Coins are not accepted for deposit.

Please note: You may make deposits only through a Bank of Melbourne ATM that accept deposits. Deposits lodged in an ATM are not available for withdrawal until we verify the deposit and credit it to your card account or linked account. A deposit at an ATM is at risk until the deposit is received by the ATM.

## **26 Internet and Phone Banking**

- 26.1 The Internet and Phone Banking conditions in this condition 26 apply each time you use Internet and Phone Banking.

### **How to start using Internet and Phone Banking**

- 26.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm (EST), 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your card account and linked accounts and information about your card account and linked accounts.
- 26.3 When you are issued with a card, you may be automatically registered for Internet and Phone Banking. If so, we advise you by letter sent to the address held on our records.
- 26.4 When we register you for Internet and Phone Banking:
- (a) we give you an Internet and Phone Banking access number. The number may be the same as the number on your card;

- (b) you may select your own Internet and Phone Banking security number. If you do not select one within the time we allow, we will issue an Internet and Phone Banking security number to you. If we issue an Internet and Phone Banking security number to you, we tell you what the Internet and Phone Banking security number is by letter sent to the address held on our records. You can select and change your own Internet and Phone Banking security number when you use Phone Banking. You can change your Internet and Phone Banking security number and select and change your own Internet Banking password when you use Internet Banking. For your security, we recommend that you select an Internet and Phone Banking security number that is different from any of your ATM/EFTPOS PINs. Refer to conditions 26.17 and 26.18 regarding the security of your Internet and Phone Banking security number;
- (c) you may select your own Internet Banking password. If you do not select one within the time we allow, we will place your access to Internet Banking into “inactive” status. For your security, we recommend that you create an Internet Banking password that is unique. This password must be at least 6 characters long and must include both a letter and a number. Refer to conditions 26.17 and 26.18 regarding the security of your Internet Banking password.
- (d) You will also be registered automatically for Secure Code Service.

26.5A Your Internet and Phone Banking access number and your Internet and Phone Banking security number are the access methods for Phone Banking. Your Internet and Phone Banking access number, Internet and Phone Banking security number and Internet Banking password are the access methods for Internet Banking. You can use your Internet Banking access methods to initiate EFT transactions on your EFT accounts with us including funds transfers, making BPAY Payments, ordering bank cheques, ordering telegraphic transfers and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking access methods to access any other credit facility you have with us.

Also, if you register for BPAY View, you may use Internet Banking and BPAY View to view bills. Please refer to conditions 27.18 and 27.19 for further information.

We may place your Internet and Phone Banking access into an “inactive status” if you do not access them within 120 consecutive days. You can re-activate your access anytime by calling us on 1300 555 203.

26.5B

- (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as “at risk” transactions.

- (b) “at risk” transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each “at risk” transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
  - (c) If you are currently registered for Internet Banking, you will not be able to perform certain “at risk” transactions using Phone Banking.
  - (d) In order to receive the Secure Code, you must:
    - provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
    - choose your preferred method of delivery for the Secure Code - either via SMS or automated interactive voice response message.
  - (e) If you do not provide us with a valid Australian mobile or landline telephone number, when you initiate an Internet Banking transaction that is an “at risk” transaction, you will not be able to complete that transaction.
  - (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
  - (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
  - (h) If, for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm (AEST), 7 days a week.
- 26.6 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. You may cancel your registration for Internet and Phone Banking by telling us at any time that you wish to do so. If your access to Internet and Phone Banking is cancelled, you may ask us to register you again. We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.
- 26.7 It is your responsibility to obtain and maintain any electronic equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking.

## Availability

- 26.8 We will make reasonable efforts to:
- ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
  - ensure that information we make available to you through Internet and Phone Banking is correct.



## Transaction processing and limits

26.9 We will email an electronic receipt for a BPAY Payment or a third party payment, if you ask us to make that payment at a later time and you ask us to send you an electronic receipt once we make the payment. Otherwise, you agree that we will not issue a receipt to you for BPAY Payments and third party payments you ask us to make from your card account at a later time. We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the account on which you make the transaction.

26.10 Other than as set out in condition 26.9, we will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transactions.

26.11 We apply an overall \$1 million limit per EFT account on the sum of all Phone Banking and Internet Banking transactions on any one day on the EFT account.

Also, we apply the following daily limits on the following Internet and Phone Banking transactions:

- the sum of \$25,000 for transfers from an EFT account used for business purposes by use of the Internet and Phone Banking access methods we issue to the person authorising the payment, rather than the Internet and Phone Banking access methods we issue to the business itself;
- the sum of \$25,000 to any one of our credit card accounts;
- \$15,000 per EFT account for BPAY Payments to certain BPAY Billers;
- \$100,000 per EFT account for BPAY Payments to any other BPAY Billers;

the sum of \$100,000 for third party payments authorised under a form you sign and we approve;

- the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online. Also, within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online; and
- there is a minimum redraw of \$500 on personal loan accounts.

Also, we apply the following daily limits on the following Internet Banking transactions:

- the sum of \$25,000 for all bank cheques requested in a day by use of the access methods for Internet Banking. Also, within this limit, we apply a daily limit of \$5,000 for any one bank cheque requested;
- there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

At any time, you cannot make more than a \$1 million funds transfer by Internet and Phone Banking to one of our home loan or personal loan accounts.

We tell you in writing if we change these limits. Merchants or other providers of facilities may impose additional limits.

26.12 If you register for Internet and Phone Banking by phone, we may contact you (usually within one banking day) to confirm your registration. We do this to ensure that it was you who registered so as to reduce the risk of fraudulent use of your EFT accounts. You can choose to set, or we may set, a \$3,000 limit on the following Internet and Phone Banking transactions prior to our confirming your registration:

- BPAY Payments
- third party payments.

The limits in condition 26.11 will apply to your Internet and Phone Banking transactions once we confirm your registration.

26.13 If you are seeking Internet and Phone Banking to use in relation to an EFT account which requires two or more to sign, you may only use Internet and Phone Banking to debit the account via funds transfer or BPAY if all authorised parties to the account have informed us in writing and we have approved your use of Internet and Phone Banking.

26.14 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking access methods.

26.15 You may use Internet and Phone Banking to make third party payments from your card account. You may use Internet and Phone Banking to direct us to make a third party payment from your card account at a scheduled later time.

You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from your card account. You must take care to identify the correct BSB and account number for a third party payment. Otherwise, the payment may not be made to the correct account.

If you use Internet and Phone Banking to schedule making a third party payment from your card account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the banking day immediately prior to the day on which you schedule the third party payment to be made. Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from your card account at a later time. Also, we will not accept an order to stop or alter any other third party payment once you have instructed us by Internet and Phone Banking to make that payment.

26.16 You may use Internet and Phone Banking to transfer funds between your EFT accounts. You may use Internet and Phone Banking to direct us to transfer funds between your EFT accounts at a scheduled later time.

If you use Internet and Phone Banking to schedule transferring funds between your EFT accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the banking day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT accounts at a later time. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT accounts once you have instructed us by Internet and Phone Banking to make that transfer.

### **Security of your Internet and Phone Banking security number and Internet Banking password**

26.17 The security of your Internet and Phone Banking security number and Internet Banking password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking security number and Internet Banking password, and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking security number or Internet Banking password your liability is determined under condition 26.23.

Your obligations - You must:

- not record your Internet and Phone Banking security number or Internet Banking password on the computer or telephone that you use to access phone or Internet Banking
- not record your Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number or on any article normally carried with any such item and which is liable to loss or theft with that item
- not permit any other person to use your Internet and Phone Banking security number or Internet Banking password
- not disclose your Internet and Phone Banking security number or Internet Banking password or make it available to any other person (including a family member, a friend or one of our staff)
- use care to prevent anyone else seeing your Internet and Phone Banking security number or Internet Banking password being entered into any electronic equipment.

## Can you record a memory aid for your Internet and Phone Banking security number or Internet Banking password?

26.18 If you require a memory aid to recall your Internet and Phone Banking security number or Internet Banking password you may make such a record provided the record is reasonably disguised.

However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number
- not to record your disguised Internet and Phone Banking security number or Internet Banking password on the computer or telephone that you use to access Internet or Phone Banking
- not to disguise your Internet and Phone Banking security number or Internet Banking password by reversing the number and sequence
- not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking password record” or similar
- not to disguise your Internet and Phone Banking security number or Internet Banking password using alphabetical characters or numbers: A=1, B=2, C=3, etc
- not to select or disguise your Internet and Phone Banking security number or Internet Banking password using any of the following combinations (or parts of them):
  - (a) dates of birth
  - (b) personal telephone numbers
  - (c) car registration numbers
  - (d) family members’ names
  - (e) social security numbers
  - (f) licence numbers
- not to store your Internet and Phone Banking security number or Internet Banking password in any low security electronic device of any kind, such as (but not limited to):
  - (a) calculators
  - (b) personal computers
  - (c) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking security number or Internet Banking password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking security number or Internet Banking password.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

### **If your Internet and Phone Banking security number or Internet Banking password is revealed or you suspect unauthorised transactions**

26.19 You must tell us as soon as possible if you suspect that your Internet and Phone Banking security number or Internet Banking password is known to someone else or you suspect any unauthorised use of it or that unauthorised transactions have been made.

You may notify us by telephoning us on 1300 301 805, between 8am and 9pm (EST) or outside those hours on 1300 555 203, 7 days a week.

26.20 If you do not notify us you may be liable for unauthorised use – see condition 26.23.

You will need to give us all relevant information you may have, so that we can suspend phone and Internet access to your EFT accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however it will help us to effectively deal with your report.

26.21 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

26.22 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

### **Liability for unauthorised transactions**

26.23 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

- (a) \$150;
  - (b) the balance of the EFT accounts on which the unauthorised Internet and Phone Banking transactions were made and to which you have Internet and Phone Banking access; or
  - (c) the actual loss incurred before you notify us under Conditions 26.19 to 26.22 (inclusive) (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit,
- whichever is the smallest amount.

This condition 26.23 applies equally if an additional cardholder contributed to the unauthorised use or unauthorised transactions in any of the ways listed in this condition.

**You are not liable for losses caused by:**

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by condition 26.19;
- unauthorised transactions before you receive your Internet and Phone Banking security number; or
- any device, identifier or code that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that can be made using an identifier without a device or a code; or
- unauthorised transactions that can be made using a device and not a code, provided the user did not unreasonably delay in reporting the loss or theft of the device.

Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

**When you will be liable for actual losses resulting from an unauthorised transaction**

- (a) For losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or
- (b) If you have contributed to the unauthorised use because you:
  - engaged in fraud;
  - voluntarily disclosed your Internet and Phone Banking security number or Internet Banking password to anyone, including a family member or friend; or
  - where a Device is also needed to perform a transaction, kept a record of your Internet and Phone Banking security number or Internet Banking password (without making any reasonable attempt to protect the security of the Internet and Phone Banking security number or Internet Banking password) with the Device or in a way that it was liable to loss or theft simultaneously with that Device; or

- selected an Internet and Phone Banking security number or Internet Banking password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking security number or Internet Banking password and warned of the consequences of doing so; or
- acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking security number or Internet Banking password,

**your liability will not exceed the smallest of:**

- (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking security number has been breached or we are notified of existence of unauthorised transactions; or
  - (ii) the funds available in your card account and your linked accounts including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- (c) If you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that any applicable device has been lost, stolen or misused or that your Internet and Phone Banking security number or Internet Banking password has become known to someone else you will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:
- (i) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
  - (ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- (d) No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 26.
- (e) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed using an applicable device or identifier and/or your Internet and Phone Banking security number and Internet banking password. Your liability under paragraph (b) is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in paragraph (b).
- (f) If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those

codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

### Additional cardholders

Conditions 26.23(a) and (b) equally apply if an additional cardholder contributed to the unauthorised use or unauthorised transactions in any of the ways listed in those conditions.

### Internet and Phone Banking service malfunction

26.24 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling **1300 555 203 between 8am and 9pm (EST), 7 days a week.**

### Account aggregation services and disclosure of your PIN or Internet and Phone Banking security number or Internet Banking password

26.25 If you want a third party to collect information about your accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN or Internet and Phone Banking security number or Internet Banking password or Internet and Phone Banking access number to that third party. Before doing so you must check that the third party is approved by us.

We will not treat the disclosure of your PIN or Internet and Phone Banking security number or Internet Banking password or Internet and Phone Banking access number to a third party we have approved as a breach by you of conditions 7 (Security of cards and PINs), 8 (Lost cards or PIN revealed), 24 (Liability for unauthorised transactions) or 26 (Internet and Phone Banking) of these conditions of use.

### Business Customers

26.26 If you are seeking to use Internet and Phone Banking in relation to an EFT account used for business purposes, then despite any other of these conditions of use, your use of Internet and Phone Banking is subject to any other additional terms of which we inform you.

### 27 BPAY Scheme

27.1 This condition 27 (“BPAY Scheme Terms and Conditions”) applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme.

27.2 The BPAY Scheme is an electronic payments scheme through which you can ask us whilst we are a member of that scheme to make payments on your behalf to organisations (“Billers”) who tell you that you can make payments to them through the BPAY Scheme (“BPAY Payments”). We will tell you if we are no longer a member of the BPAY Scheme.



BPAY Payments are made using Internet and Phone Banking.

- 27.3 You may also receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
  - (b) accessing our Internet Banking website.

You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller.

We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY Scheme, to your EFT accounts through the BPAY Scheme.

- 27.4 When you ask us to make a BPAY Payment, you must give us the information specified in condition 27.10 below. We will then debit the Account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in that EFT account at the time and when you tell us to make that payment.

When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

## How to use the BPAY Scheme

- 27.5 You can ask us to make BPAY Payments from an EFT account you hold with us if the conditions of the account permit you to make withdrawals from that EFT account.

We may impose restrictions on the EFT accounts from which a BPAY Payment may be made. In addition to the limits specified in condition 26.11, a Biller may set limits on the amount of a BPAY Payment to that Biller.

Some Billers will not accept payment from certain accounts (for example, credit card accounts).

- 27.6 If there is any inconsistency between the other conditions applying to your card account and the BPAY Scheme Terms and Conditions, then the BPAY Scheme Terms and Conditions will apply to the extent of that inconsistency.
- 27.7 When you use your card account to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.
- 27.8 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

## Valid payment direction

- 27.9 We will treat an instruction to make a BPAY Payment as authorised by you if, when it is given to us:
- (a) your Internet and Phone Banking security number and Internet and Phone Banking access number is entered, if you make the BPAY Payment by Phone Banking; or
  - (b) your Internet and Phone Banking security number, your Internet Banking password and Internet and Phone Banking access number is entered, if you make the BPAY Payment by Internet Banking.

## Information you must give us

- 27.10 To instruct us to make a BPAY Payment, you must give us the following information:
- (a) the EFT account you want us to debit the payment from;
  - (b) the amount you wish to pay;
  - (c) the Biller Code of the Biller you wish to pay (this can be found on your bill); and
  - (d) your Customer Reference Number (this can be found on accounts or invoices you receive from Billers).

Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the Internet).

- 27.11 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## Payments

- 27.12 You may use Internet and Phone Banking to direct us to make a BPAY Payment from your EFT account at a scheduled later time. If you use Internet and Phone Banking to schedule making a BPAY Payment from your EFT account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the banking day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your EFT account at a later time. Also, we will not accept an order to stop any other BPAY Payment once you have instructed us to make that payment.
- 27.13 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your EFT account (except for a mistake as to the amount you mean to pay - for those errors see condition 27.17 below). Conditions 27.24 to 27.26 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

- 27.14 Subject to condition 27.36, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see condition 27.36 below) on a Banking Business Day; or
  - (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off Time (see condition 27.36 below) on a Banking Business Day, or on a non-Banking Business Day.
- 27.15 A delay might occur in the processing of a BPAY Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
  - (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - (d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 27.16 While it is expected that any delay in processing under this agreement for any reason set out in condition 27.15 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 27.17 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:
- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.
- 27.18 You may register to use BPAY View. You can register for BPAY View at our website, [bankofmelbourne.com.au](http://bankofmelbourne.com.au)
- 27.19 If you register with BPAY View, whilst you are registered you:
- (a) agree to our disclosing to Billers nominated by you:
    - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
    - (ii) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred;
  - (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;

- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you remain registered you may receive a paper bill or statement from the Biller only in the circumstances set out in condition 27.20. For the purposes of this condition, we are the agent for each Biller nominated by you under (a) above;
- (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller;
- (e) agree that the BPAY View terms in these conditions apply to you.

27.20 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from BPAY View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

27.21 You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
  - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
  - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

27.22 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

### **Liability for mistaken payments, unauthorised transactions and fraud**

27.23 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

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

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in conditions 27.24 to 27.26. If the ePayments Code applies and a BPAY Payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with condition 26.23. Otherwise, except as set out in conditions 27.24 to 27.26 and condition 27.39 and subject to clause 28.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

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

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

- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and

(b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

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

27.27 If a BPAY Payment you have made falls within the type described in condition 27.25 and also conditions 27.24 or 27.26, then we will apply the principles stated in condition 27.25.

If a BPAY Payment you have made falls within both the types described in conditions 27.24 and 27.26, then we will apply the principles stated in condition 27.26.

27.28 Except where a BPAY Payment is a mistaken payment referred to in condition 27.24, an unauthorised payment referred to in condition 27.25, or a fraudulent payment referred to in condition 27.26, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

#### **Important**

Even where your BPAY Payment has been made using your card account, no "chargeback" rights will be available under BPAY scheme rules. Please see condition 16 for further information on chargebacks.

27.29 Your obligation under conditions 27.24 and 27.25 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in condition 27.39.

27.30 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

(a) did not observe any of your obligations under the BPAY Scheme Terms and Conditions; or

(b) acted negligently or fraudulently in connection with these conditions.

27.31 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received the BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify

any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

### **BPAY View billing errors**

27.32 For the purposes of conditions 27.33 and 27.34, a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - giving a bill to the wrong person;
  - giving a bill with incorrect details;
- (b) if your BPAY View deregistration has failed for any reason:
  - giving you a bill if you have unsuccessfully attempted to deregister.

27.33 You agree that if a BPAY View billing error occurs:

- (a) you must immediately upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View billing error.

27.34 You agree that for the purposes of this condition you are responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

### **Suspension**

27.35 We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

### **Cut-off times**

27.36 If you tell us to make a BPAY Payment before the times specified in the box below, it will in most cases be treated as having been made on the same day.

#### **Cut-off times**

7 days per week: 5.30pm (EST)

However, the payment may take longer to be credited to a Biller if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

### **When a Biller cannot process your payment**

27.37 If we are advised that your BPAY Payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

### **Account records**

27.38 You should check your EFT account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

### **Consequential damage**

27.39 This condition does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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

### **Privacy**

27.40 In addition to condition 27.19, if you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed



by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View, will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the financial institution of either or both Billers; and

- (c) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this condition 27.40, as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited, at their contact details listed in condition 27.41.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

## Definitions

**27.41** For the purposes of this condition 27, **Banking Business Day**: means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Payment Cut-Off Time**: means, with respect to a Banking Business Day, the time specified in condition 27.36 for that day.

**BPAY Pty Ltd** means BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street Sydney NSW 2000 Tel: (02) 8252 0500.

**Cardlink Services Limited** means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade Auburn 2144 Tel: (02) 9646 9222.

## 28 Electronic banking system malfunction

### 28.1 Alternative Procedure

If the electronic banking system malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using your card and signing your authorisation of the transaction.

### 28.2 Liability

We are responsible for loss caused by the failure of our electronic equipment or EFT system to complete a transaction accepted by our electronic equipment or EFT system in accordance with your instructions.

Notwithstanding anything else in these terms & conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms & conditions except where you should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case our liability is limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.

We correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees as a result of the malfunction).

Please tell us about any service fault or difficulty with a terminal by calling Bank of Melbourne Private on 03 9274 4785 (within Australia).

## 29 Resolving disputes


If you have a complaint concerning matters covered by these conditions (including any apparent error in a transaction or unauthorised transactions or an error on your statement) you must tell us promptly as explained in conditions 8 and 16.

You can lodge a complaint at any of our branches or telephone our Customer Service Centre on 13 22 66 (within Australia).

If we are unable to resolve the matter immediately to the satisfaction of both you and us, we will inform you in writing of our procedures to investigate and handle the matter. We will notify you of the name and contact number of the person who is investigating your complaint.

If it is unclear whether you have contributed to the loss, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. (The fact that your account has been accessed with the correct PIN or Internet and Phone Banking access methods, whilst significant, will not be conclusive evidence that you have contributed to the loss). We will not require you to raise complaints or disputes in relation to the processing of EFT transactions with any other party to the shared EFT system. Where we have been notified by another party to the shared EFT system, or form the view that a transaction has been debited or credited incorrectly to your card account, we will investigate.

We tell you either the outcome of our investigation or the fact that we need more time to complete our investigation. We do this in writing within 21 days of our receiving your complaint. In all but exceptional cases we take less than 45 days to complete our investigation. (If it takes longer, we tell you in writing). In the case of an EFT transaction, if we seek to resolve your complaint by



exercising our rights under the rules of a card scheme, in all but exceptional cases we take less than 60 days to complete our investigation. For other transactions, we will inform you of the outcome of the investigation when the investigation is completed.

Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.

In the case of an EFT transaction, if we are resolving your complaint under the rules of a card Scheme and the investigation continues beyond 60 days, we will inform you of the reasons for the delay, give you updates once every two months on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response. Your obligation to pay the amount that is the subject of your complaint and any credit and other charges related to that amount will be suspended until your complaint is resolved.

When we complete our investigation we advise you in writing of the outcome and our reasons for our decision with reference to any relevant provisions of these conditions.

If we decide that your card account has been incorrectly debited or credited, we promptly adjust the account (including any fees and charges) and tell you in writing of the amount which has been debited or credited to your card account as a result. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit. If you request, we will provide you with further details about any corrections shown on your statement. If we decide that your card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you contributed to at least part of the loss (see conditions 24 and 26.23), we provide you with copies of any document or other evidence on which we based our decision.

If you are not satisfied with our decision, you may request a review of the decision by our senior management. Also, you can ask for your complaint to be reviewed by the Financial Ombudsman Service. The Ombudsman's contact details are set out on page 59 of this booklet. This is a free, external and independent process for resolving disputes between banks and customers. Please refer to our complaints brochure (available at branches or by ringing us) for more information

In relation to an EFT transaction we fail to observe these conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the

outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of your complaint.

### 30 Certificates

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the card account or stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect.

### 31 What happens if you breach any of these conditions?

Enforcement expenses may become payable under this agreement in the event of a breach.

If you breach any of these conditions, we may do any or all of the following:

- close your card account (condition 34 will apply); or
- cancel any card (condition 34 will apply); or
- require the return of any card; or
- not issue any replacement or renewal card; or
- combine your card account with any other account you have with us. This allows us to use any money you have in another account with us towards repaying the balance owing on your card account. We may combine your accounts without giving you any prior notice, but we will tell you promptly afterwards.

Also, you must pay the reasonable enforcement expenses we reasonably incur in enforcing the credit card contract.

### 32 Closing your card account

You may close your card account at any time by visiting your local branch or by telling us in writing and returning all cards on the card account (cut in half for your protection).

### 33 Cancellation and return of cards

We may cancel any card and suspend the operation of your card account at any time without notice for any reason. We notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to issue your card by fraud; or
- we believe the card is being used in a way that may cause loss to you or us;  
or
- you die; or

- your card account is a joint account and one of you asks us to terminate his/her liability for further advances on the account; or
- your card account becomes inactive and has a nil balance.

You must not use your card and you must return all cards on your card account (cut in half for your protection) immediately if:

- we close your card account; or
- we cancel your cards; or
- we request you to do so.

If an additional cardholder dies, you must return their card, without delay, even though we do not ask for it.

### **34 Payment on closure or cancellation**

If you or we close your card account, or if we cancel your card in any circumstances, you must immediately:

- return all cards on your card account; and
- pay the balance owing on your card account (together with amounts for transactions not yet processed on your card account, accrued interest charges which have not yet been debited, government taxes and duties and other charges, any fees and charges we may charge under these conditions and our reasonable enforcement expenses. Also, conditions 6 and 24 apply if a card is used without your knowledge or consent during that period).

You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.

Also, subject to these conditions, you must repay any credit provided between the time of closure or cancellation and the time we receive back all cards.

### **35 Assignment**

We may assign or otherwise deal with our rights under this agreement in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement.

### **36 Cancellation of debit authorities on your card account**

If your card account is closed or cancelled you must immediately notify, in writing, the institutions who have the authority to debit the card account. Until notification is given, you will be liable for any further debits to your card account.

### 37 Changes to these conditions

We may change these conditions from time to time including by imposing new fees and charges. If we do change these conditions we will give you:

- (a) at least 20 days' notice in writing of any change to:
  - impose or increase charges relating to the issue or replacement of a device or code or for performing an EFT transaction;
  - increase your liability for losses relating to EFT transactions; or
  - impose, remove or adjust daily transaction limits or other periodic transaction limits applying to EFT transactions, an account or electronic equipment, either by giving it to you personally or by posting it to your latest recorded address;
- (b) notice in writing or by newspaper advertisement of any other change to these conditions as required or permitted by law, the Code of Banking Practice or the ePayments Code.

### 38 Non-St.George Group ATMs

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use your card in a non-St.George Group branded ATM.

For the purposes of this clause non-St.George Group branded means ATMs that are not branded St.George, BankSA, Bank of Melbourne, or Westpac.

### 39 Terminal transactions

Our Visa cards can be used to obtain cash in local currency at most overseas terminals displaying the Visa logo.

Please refer to condition 14 for information on the processing of foreign currency transactions on your card account.

Some keyboards at terminals do not display the letters of the alphabet as shown below. The number which is equivalent to your PIN must be keyed to complete a transaction.

1 QZ	2 ABC	3 DEF	CLEAR
4 GHI	5 JKL	6 MNO	CANCEL
7 PRS	8 TUV	9 WXY	ENTER
	0		

#### 40 General information

You may obtain from any Bank of Melbourne branch or by calling Bank of Melbourne Private - within Australia on 03 9274 4785 - general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheque and cheque clearing;
- EFT channels;
- informing us promptly if you are having financial difficulty;
- the importance of your reading the terms and conditions applying to the banking services you obtain from us; and
- current interest rates, fees and charges.

#### 41 National Credit Code

To the extent that a National Credit Code applies to this agreement and:

- (a) that Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

## 42 GST

You must increase the amount (“original amount”) of any payment due by you at any time under this agreement by an additional amount sufficient to cover any GST payable by us on your payment, if not already included in the calculation of that original amount.

The total amount received by us, after discount for that amount of any GST payable by us on that total, must equal the original amount.

We will tell you of any additional GST amount, if it has not already been set out in this agreement.

You must pay, as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with this agreement or any security.

## 43 Balance transfers

- (a) You may request us to transfer to the card account the outstanding balance or any part thereof of a credit or store card account held by you with another credit provider (“the other credit or store card account”);
- (b) We will not be responsible for any delays in processing a balance transfer request and we will not close the other credit or store card account;
- (c) We may, at our sole discretion, refuse to process a balance transfer if:
  - the balance transfer amount requested plus the balance owing on your card account will exceed 95% of your available credit limit;
  - the requested balance transfer amount is less than \$200 (or any amount notified or agreed to by us from time to time);
  - the other credit or store card account in question is a Bank of Melbourne account or relates to a charge or credit card issued outside Australia; or
  - you have breached these conditions of use;
- (d) We will not be liable for any overdue payment, interest, fees or other amounts incurred on any credit or store card account from which you have requested a balance transfer;
- (e) There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer;
- (f) If you breach these conditions of use, any promotional annual percentage rates in connection with any balance transfer shall cease immediately, and the then current annual percentage rate shall apply to such balance transfers.



## 44 Appropriate use of our services

- (a) You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- (b) Where we consider it necessary for us to meet our regulatory and compliance obligations:
  - (i) you must provide us with any information we reasonably request;
  - (ii) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
  - (iii) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

## Information statement

### Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

### The contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example –

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.

- you get 20 days advance written notice for –
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

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

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

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman and can be contacted at Financial Ombudsman Service (FOS) GPO Box 3, Melbourne VIC 3001. Telephone 1300 78 08 08. [www.fos.org.au](http://www.fos.org.au).

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

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

## Insurance

### 10 Do I have to take out insurance?

Your credit provider can insist you take out or pay the 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 can not insist that you use any particular insurance company.

### 11 Will I get details of my insurance cover?

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

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

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

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

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

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

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

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

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

**Mortgages**

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

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

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

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

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

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

The law says you can not 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 can not do with the property.

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

See the answers to questions 22 and 23.

Otherwise you may –

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

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

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

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

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

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

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

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

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

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

**General**

**22 What do I do if I can not make a repayment?**

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

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

**24 Can my credit provider take action against me?**

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

**25 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **read your contract** carefully.

If you have any complaints about your credit contract, or want more information, contact your credit provider. You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is financial ombudsman and can be contacted at financial ombudsman service (FOS) GPO Box 3, Melbourne VIC 3001. Telephone 1300 780 808. [www.fos.org.au](http://www.fos.org.au)

Please keep this information statement. You may want some information from it at a later date.

# Section B: Private Frequent Flyer Rewards Terms and Conditions

This section contains the terms and conditions for the Private Frequent Flyer Rewards Program that will apply to Bank of Melbourne Private Visa Platinum credit cardholders.

## 1. Definitions

**Account holder, you and your** means the person who has the Card Account with the Bank and is responsible for all transactions on that Card Account.

**Additional cardholder** means a person (other than you) to whom a Card is issued at your request and who is authorised by you to transfer on your Card Account.

**Bank, we and us** means Bank of Melbourne - A Division of Westpac Banking Corporation ABN 33 007 457 141.

**BPAY®** means the electronic payment service provided by BPAY® Pty Ltd ABN 69 079 137 518.

**Card** means Bank of Melbourne Private Visa Platinum Credit Card issued by the Bank to you or an Additional cardholder.

**Card Account** means your Bank of Melbourne Private Visa Platinum Credit Card account.

**Cardholder** means you and each Additional cardholder.

**Points** means points in the Qantas Frequent Flyer Program.

**Private Frequent Flyer Rewards or this rewards program** means the rewards program governed by these terms and conditions that is available with a Bank of Melbourne Private Visa Platinum Credit Card.

**Qantas** means Qantas Airways Limited (ABN 16 009 661 901).

**Qantas Frequent Flyer Program** means the reward program of that name operated by or on behalf of Qantas from time to time.

Other words or expressions used in these terms and conditions which are not defined here have the same meaning as in the **Bank of Melbourne Private Visa Platinum Card Conditions of Use**.

## 2. Earning Points

2.1 In order to earn Points, you must be a member of the Qantas Frequent Flyer Program and advise us of:

- your valid and correct Qantas Frequent Flyer Program membership number; and

- your Qantas Frequent Flyer Program membership account name. This name must match your Card Account name.

Points earned will not be credited to your Qantas Frequent Flyer Program membership account until you have provided us with a valid Qantas Frequent Flyer Program membership number and a matching name.

- 2.2 Membership of the Qantas Frequent Flyer Program is subject to the terms and conditions of the Qantas Frequent Flyer Program. You can obtain a copy of this document directly from Qantas. We strongly recommend you to read it before you apply for Qantas Frequent Flyer membership and keep it for your future reference. A joining fee applies. Please refer to [qantas.com/frequentflyer](http://qantas.com/frequentflyer) or call the Qantas Frequent Flyer Service Centre on 13 11 31 for more information.
- 2.3 You earn Points every time you use your Card to purchase goods and services. The Points earned are credited to your Qantas Frequent Flyer Program membership account held in your name by Qantas.
- 2.4 Any purchases made by an Additional cardholder will earn Points that will be credited to your Qantas Frequent Flyer Program membership account.
- 2.5 Points are credited to your Qantas Frequent Flyer Program membership account on a monthly basis approximately within 14 days after your Card statement has been issued.
- 2.6 If you are eligible to earn Points in respect of a transaction that is in a foreign currency, Points will be allocated on the Australian dollar value of that transaction as stated in your Card Account statement.
- 2.7 Points earned cannot be sold, assigned, transferred, redeemed or dealt with in any way other than in accordance with the terms and conditions of the Qantas Frequent Flyer Program.
- 2.8 Only Account holders who are individuals will be permitted to earn Points (e.g. corporate entities are not eligible to earn Points).

### 3. Calculation of Points

- 3.1 Points are calculated on every whole Australian dollar you or any Additional cardholder spends with a Card. Every two Australian dollars you or any Additional cardholder spends on a Card will earn you one Point.

There are some exceptions. You will not earn Points in relation to:

- interest charges,
- bank fees and charges including government charges,
- Card Account adjustments as a result of disputed or fraudulent transactions,
- any charges, for which you usually earn Points, that are refunded or reimbursed,
- any purchases we consider are made for business purposes,
- balance transfers,



- cash advances,
  - BPAY® payments,
  - when your Card is cancelled, or
  - where you fail to inform us of your valid and correct Qantas Frequent Flyer Program membership number.
- 3.2 We will send you a statement of your Card Account for each statement period and it will contain information about your Qantas Frequent Flyer Program Points earned for that statement period only. The statement for your Card Account will not contain information about your Points balance or Points redeemed. The Bank does not issue separate statements to you in relation to your Points balance and Points redeemed. Information about Points balance and Points redemption is managed by Qantas and should be obtained directly from Qantas.

#### 4. Redemption of Points

- 4.1 Points earned and credited to your Qantas Frequent Flyer Program membership account are available to be redeemed according to the terms and conditions of the Qantas Frequent Flyer Program.
- 4.2 Terms applicable to Points (including redemption and expiry of Points) are described in the terms and conditions of the Qantas Frequent Flyer Program. To view your points balance or points redeemed or to find out about these terms and conditions, please visit [qantas.com/frequentflyer](http://qantas.com/frequentflyer) and login to your Qantas Frequent Flyer account or please call Qantas Frequent Flyer Service Centre on 13 11 31.

#### 4.3 Additional cardholders cannot redeem Points.

- 4.4 You may be required to pay:
- (a) surcharges, fees and any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on the redemption of Points through the Qantas Frequent Flyer Program;
  - (b) any applicable GST on any additional payment required on redeeming Points through the Qantas Frequent Flyer Program.

#### 5. Use of Information

- 5.1 The Bank may collect, use, store or disclose information about you, the Additional cardholders, your Card, your Card Account, transactions on your Card Account, your Points earned and Points credited to your Qantas Frequent Flyer Program membership account for the following purposes:
- administering your Card, Card Account, Points earned and crediting Points to your Qantas Frequent Flyer Program membership account held by Qantas;

- providing, performing or arranging for the provision of services relating to your Card, Card Account, Points earned and crediting Points to your Qantas Frequent Flyer Program membership account held by Qantas;
- planning, research, promoting and marketing this rewards program, the Qantas Frequent Flyer Program and other Bank products or services.

5.2 By using your Card, you authorise the Bank or its agents or contractors to collect, use, store or disclose information to Qantas or its agents or contractors (and for those parties to collect, use, store or disclose that information) for the above purposes.

## 6. Disputes

6.1 It is your responsibility to check the information concerning Points earned in your statement of your Card Account. If there is a discrepancy, you must notify Bank of Melbourne Private on 03 9274 4785 within two months of the issue of your statement.

6.2 We will investigate your dispute about Points earned and inform you of our decision. You may have access to our internal and external dispute resolution services in relation to a dispute. Please refer to the provision called Resolving Dispute in the Bank of Melbourne Private Visa Platinum Card Conditions of Use and Rewards Program Terms and Conditions booklet that is available on request by contacting Bank of Melbourne Private on 03 9274 4785.

6.3 We may adjust your Points earned in the event of any incorrect entries whether due to our error or otherwise.

6.4 If you have any other types of disputes about the Qantas Frequent Flyer Program including but not limited to your Points balance or Points redemption or the quality of goods or services received as a result of Points redemption, then you should notify the Qantas Frequent Flyer Service Centre on 13 11 31. We are not responsible for resolving such disputes or for the dispute itself.

## 7. Changes and termination

### Changes or termination by Qantas

7.1 Qantas may amend, terminate or suspend or cease to operate the Qantas Frequent Flyer Program in accordance with the terms and conditions of the Qantas Frequent Flyer Program. If that happens, we will give you a notice as soon as practicable.

### Changes or termination by us

7.2 We may terminate our contractual arrangement with Qantas to provide you with Points. If that happens, we will give you reasonable notice.

7.3 We may amend or replace these terms and conditions at any time including but not limited to, e.g. the method of calculation of Points mentioned in Clause 3.1. If we do, we will give you reasonable notice.

## 8. General

- 8.1 You are solely responsible for any tax liability, stamp duty, GST or other government charge or reporting requirement arising from your participation in this Private Frequent Flyer Rewards Program, the Qantas Frequent Flyer Program, the earning of Points or their redemption. The Bank does not offer any advice or accept any responsibility with respect to these matters.
- 8.2 We make no express or implied warranty or representation in connection with Points, the quantity or quality of any goods and services able to be redeemed for those Points and are not liable for any loss you suffer arising in connection with Points, including loss suffered due to Qantas changing or ceasing its Qantas Frequent Flyer Program.
- 8.3 We may make changes relating to these terms and conditions at any time without giving any reason. We will give notice of any change no later than the day on which the change takes effect. We may notify you of the change by advertisement in a national newspaper or in writing.
- 8.4 Any notice given under these terms and conditions will be deemed to have been given by us if sent by post, facsimile or email to your last known address.
- 8.5 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 8.6 These terms and conditions are governed and interpreted in accordance with the laws of the State of New South Wales.

# Contact Details

## Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

**Senior Manager, Customer Relations**

**Locked Bag 20037**

**Melbourne VIC 3001**

**Telephone (Metro): 03 9982 4150**

**Telephone (Non-Metro): 1300 266 352**

After this, if the matter is still not resolved to your satisfaction, contact:

**Financial Ombudsman Service (FOS)**

**GPO Box 3**

**Melbourne VIC 3001**

**Telephone: 1300 78 08 08**

**[fos.org.au](http://fos.org.au)**

## Important

Should you lose your card, immediately notify the 24-hour card service centre on 1800 028 208 within Australia, 7 days a week (free call) or 61 2 9553 5883 outside Australia.

## Credit Card enquiries

Call Bank of Melbourne Private on 03 9274 4785, 8am to 6pm (AEST) Monday to Friday.

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Bank of Melbourne | **Private**

Bank of Melbourne Private Financial Advisers are representatives of Bank of Melbourne -  
A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

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