



Bank of
Melbourne

Bank of Melbourne Credit Cards.

- **Terms and Conditions**
(formerly known as Conditions of Use)
- **Credit Guide**
- **Information Statement.**

Effective date: 2 November 2020



Contact Details.

For general enquiries relating to your Card Account or to report a problem please contact us using any of the methods below. You must contact us immediately if your Card is lost or stolen or you believe your PIN or other passcodes have been compromised (this may stop you being liable for some types of transactions (see Clause 8)).

- Visit us online at **bankofmelbourne.com.au/creditcards**
- Call us 24 hours a day, 7 days a week on
 - 1800 722 266 if you are in Australia
 - +61 3 8536 7870 if you are abroad
- Talk to us at any Bank of Melbourne branch

If you wish to contact us in relation to financial hardship assistance, or have a complaint, please see the table below:

| | |
|---|---|
| Customer Solutions and Support | Phone: 13 22 66 Online: bankofmelbourne.com.au/contact-us/customer-complaints |
| Bank of Melbourne Customer Assist (if you are experiencing financial difficulties please contact us as soon as possible) | Phone: 1300 630 266 Online: bankofmelbourne.com.au/contact-us/financial-hardship |
| Australian Financial Complaints Authority (AFCA) If you are not satisfied with our response or handling of your complaint you may contact this free, independent external dispute resolution scheme | Phone: 1800 931 678 (free call) Online: www.afca.org.au Email: info@afca.org.au Mail: GPO Box 3, Melbourne VIC 3001 |

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1.0 About your contract with us.

1.1 Introduction.

These Terms and Conditions govern all Bank of Melbourne consumer Credit Cards.

1.2 The Credit Card Contract.

The Credit Card Contract is made up of these Terms and Conditions along with the Financial Table attached to the letter of offer that we sent you (both contain some of your pre-contractual information). Please read these documents together and keep them.

1.3 When the contract is formed.

The Credit Card Contract between you and us is formed and these Terms and Conditions take effect when you activate the Card Account, accept the Credit Card Contract using any other method we make available, or when the first transaction is made on the Card Account.

If there is more than one of you, you are liable jointly and individually for the balance owing on the Card Account and we can ask either or both of you to repay it. Either of you can write to us to cancel your Cards and request to terminate your liability for future transactions on your Card Account. Each of you will still be liable for any balance outstanding and all transactions made prior to your request, even if they are debited to the Card Account after your request.

Either of you may do anything that these Terms and Conditions allow one of you to do. For example, either of you may ask for a Card to be issued to another person or reduce the credit limit.

1.4 Codes of practice.

The relevant provisions of the Banking Code of Practice apply to the services referred to in this document. We will comply with the Banking Code of Practice and the ePayments Code where they apply to the Card Account.

- You can view a copy of the Banking Code of Practice on our website or ask us for a hard copy at one of our branches or over the phone.
- You can also view a copy of the Banking Code of Practice on the Australian Banking Association's website: **www.ausbanking.org.au**
- The ePayments Code can be found on ASIC's website: **www.asic.gov.au**

2.0 Your Card and PIN.

2.1 Protecting your Card and PIN.

When your Card is issued we will also provide you with a personal identification number ('PIN') or instructions on how to generate a PIN. This PIN is used to securely identify yourself and approve transactions.

You must sign your card as soon as you receive it and keep it with you or in a safe place at all times.

Do not select a PIN that represents your birthdate or could be easily guessed.

Do not tell anyone your PIN (including family and friends) and do not write it on your Card (or anything you keep or carry with your Card). You should try to memorise your PIN. However, if you need to keep a record of it you must take reasonable steps to properly hide or disguise it (such as hiding it among other records or putting it in a place where a PIN would not be expected to be found) or protect it from unauthorised access (such as keeping it in a secured locked place).

It is important that you take proper steps to protect your Card and PIN. If you do not, you may be liable if someone uses your Card without your permission (see Clause 8 for more detail).

2.2 Card validity and ownership.

All Cards are the property of Bank of Melbourne. We may (but do not have to) issue a new Card to you at any time. Your Card must not be used after its expiry date.

2.3 Additional Cards.

You can ask for a Card to be issued to another person aged 16 years or over. That person is referred to as the Additional Cardholder. Where these Terms and Conditions refer to obligations relating to 'your Card', those obligations will also apply to the Additional Cardholder's Card (for example PIN security). You must ensure the Additional Cardholder acts in line with your obligations under your Credit Card Contract because you remain responsible for all aspects of the Card Account including:

- any usage by the Additional Cardholder; and
- any breach of your Credit Card Contract caused by the Additional Cardholder.

An Additional Cardholder will have access to the Card Account but will not be able to change the credit limit, close the account, or ask for a replacement Card after it has been cancelled by you.

3.0 Using your Card.

3.1 What you can use your Card for.

You can use your Card to make a Purchase or a Cash Advance or carry out a Balance Transfer from another Credit Card. Where your Card has been linked to a Bank of Melbourne deposit account, you can use the Card to make Purchases or withdraw cash from the linked account at eftpos terminals and ATMs by selecting the cheque or savings account options.

Your Card must be used mainly for personal or household expenses. If we believe your Card is being used mainly for business related expenses, we may transfer you to another product or cancel your Card. Your Card must not be used for any illegal purpose or in a way that would breach international sanctions.

3.2 Where you can use your Card.

You can use your Card in many places in Australia and around the world. Look for the Visa and Mastercard signs that match those shown on your Card. If your Card is accepted by a Merchant, branch or ATM provider you can use it to:

| Pay for Purchases | Withdraw Cash |
|--|--|
| <ul style="list-style-type: none">• through payment terminals, e.g. at a shop• online• within a mobile app• by telephone• through mail order | <ul style="list-style-type: none">• at an ATM• at a bank branch |

3.3 Recurring payments.

You may authorise a Merchant to charge recurring payments to your Card automatically without requesting your authorisation on each occasion. You should update your details with the Merchant whenever your Card details change. If you wish to cancel or change a recurring payment arrangement you should contact the Merchant directly before the next payment is due. Depending on your agreement with the Merchant, if you do not leave enough time, you may still be liable for that payment. If a merchant does not act on your instruction to cancel a recurring payment you may contact us to dispute the transaction on your behalf. Please see Clause 8.1 for details on how to dispute a transaction.

3.4 Foreign transactions.

You may be charged Foreign Transaction Fees (as set out in the Financial Table or advised to you from time to time) on all Foreign Transactions. A Foreign Transaction is any transaction made in a foreign currency or processed outside Australia. This includes transactions made while you are in Australia where the Merchant or financial institution processing the transaction is located outside Australia (even if you are not aware of this).

Any transaction in a foreign currency will be converted into Australian Dollars by the card scheme (either Visa or Mastercard) that processes the transaction at an exchange rate they set. If this transaction is later reversed or refunded in full or in part, the exchange rate used for the reversal or refund may differ from that used for the original transaction.

Some Merchants and ATM operators allow you to convert a foreign currency into Australian Dollars at the time of Purchase. If you select this option the exchange rate will be set by the Merchant or ATM operator and you may still be charged a Foreign Transaction Fee.

3.5 Confirming and authorising transactions.

There are a number of ways you may be able to confirm a transaction. These include:

- signing your name
- holding your Card in front of a contactless payment device
- entering your PIN
- entering your Card details and any other information required.

Before you do so, you must check that the transaction amount is correct and you are sure you wish to proceed with the transaction.

After you have confirmed a transaction it may need to be authorised. The amount you can access on the Card Account will then reduce. Sometimes a transaction will not be completed after it is authorised, such as where it is reversed by a Merchant. If this happens, the amount you can access may still be reduced for up to four business days.

We reserve the right not to authorise any transaction but we will typically only do this where:

- the transaction would cause you to exceed any of the limits that apply to your Card (more detail on limits can be found in Clause 3.6);
- we believe the transaction may involve fraud;
- the Card Account is in arrears; or
- we believe the transaction may be illegal or prohibited by international sanctions.

3.6 Limits that apply.

Your Card Account has a credit limit and a transaction limit.

Credit limit - This is the total amount you can access on your Card Account and is initially listed in your Financial Table. All authorised transactions (including holds placed on your Card Account) reduce the amount you can access even if they have yet to be processed to your Card Account. Some transactions may proceed even though they may take the Card Account balance over the credit limit. If this happens, any amount above your limit is payable immediately and you may incur an over-limit fee.

If you ask us to, we will reduce your credit limit (subject to any minimum credit limit that applies to the Card Account). If you wish to reduce the credit limit to a level below your outstanding balance you must first repay the difference.

Transaction limits - These are the daily limits, as initially listed on your Financial Table, that apply to the following transactions made with your Card:

- ATM cash withdrawals; and
- the combined value of transactions you charge to any linked deposit accounts by selecting the cheque or savings option and for any Bank@Post transactions.

Some Merchants and ATM operators may apply their own additional restrictions.

3.7 Gambling preference service.

Please call us if you wish to request us to limit access to gambling services through the Card Account.

Once we process your request we will decline all transactions for the Card Account where:

- the card scheme (Visa or Mastercard) tells us that the Merchant offers gambling services; and
- we receive an authorisation request for the transaction.

If you ask us to cancel this service, it may take two business days for your request to take effect.

This service will not prevent all gambling transactions. For example, it will not prevent gambling transactions:

- that are recurring Card payments you have authorised before making the request
- through BPAY® transactions or cash withdrawals
- in any other cases where we do not receive an authorisation request (for example if our systems are offline or the Merchant automatically approves the transaction).

4.0 Statements and other communications.

4.1 Statements.

We will issue a statement for the Card Account to you every month unless the account has a balance of \$10 or less and there has been no account activity in that month. You can choose to receive statements by mail or electronically. We use statements to provide you with information, including changes to your Card Account or these Terms and Conditions (see Clause 10.3 for more information). If you have any questions about an item on your statement please call us.

4.2 Keeping your contact details updated.

You must promptly tell us if your contact details change (including your mailing address, email address and telephone number). If you do not do this it may impact your rights under the Credit Card Contract and you may miss out on other important information. For example, we may not be able or required to send you certain notices or statements.

5.0 Fees and interest.

5.1 Fees and interest rates.

You must pay the Fees that we post to your Card Account. Information about current standard Fees and any Annual Percentage Rates is available on request. You can also access this information online at: **bankofmelbourne.com.au/personal/credit-cards**

5.2 Interest free period.

An interest free period is available on all Cards. During an interest free period, you will not be charged interest on any part of your Purchase Balance.

Your new Card Account will automatically have an interest free period up to and including the first payment due date on your statement. The interest free period will continue to apply as long as you pay the Closing Balance shown on your statement by the due date each month.

If you have a Balance Transfer or a Plan&Pay, the interest free period will continue to apply as long as you pay the Monthly Payment Balance shown on your statement by the due date each month. Your Monthly Payment

Balance is calculated so that you do not need to pay off your entire Balance Transfer or Plan&Pay Balance to enjoy your interest free period.

If you set up a Plan&Pay after we have sent you a statement, the amount you need to pay that month to maintain your interest free period will be the Monthly Payment Balance shown on your statement minus the amount you transfer onto the new Plan&Pay.

Your interest free period will end on your due date if the Closing Balance is not paid in full. While you have a Balance Transfer or Plan&Pay, your interest free period will end on your due date if the Monthly Payment Balance is not paid in full. This means you will incur interest on any new Purchases and your outstanding Purchase Balance (regardless of when particular Purchases were made).

A new interest free period will start the next time you pay your Closing Balance or Monthly Payment Balance (as applicable) in full by the due date.

You may see interest charges on your next statement even after paying the Monthly Payment Balance in full by the due date. This usually happens where you did not pay the previous Closing Balance or Monthly Payment Balance in full by the due date (the new interest charges are for the period between your last statement and when you paid the Closing Balance or Monthly Payment Balance).

5.3 Calculation and application of interest charges.

Interest charges are applied at the end of each statement period, but are calculated daily based on the amounts outstanding on the Card Account at the end of each day.

Your Card Account balance is divided into 'balance categories' and this determines the Annual Percentage Rate that applies and when interest begins to be charged.

- **Table 1** shows what is included in each balance category and which Annual Percentage Rate applies to each balance category.
- **Table 2** shows when interest begins to be charged on different parts of your balance.

On each day the outstanding balances for each category are multiplied by the applicable Annual Percentage Rate(s) divided by 365. The total amount of interest due is calculated by adding together all of the daily values across each day of the statement period.

Table 1

| Balance category | Items included in balance category | Annual Percentage Rate that applies |
|-----------------------------|---|---|
| Purchase Balance | Purchases and interest charged on your Purchase Balance All Fees except Cash Advance Fees, Balance Transfer Fees and Plan&Pay Fees | Purchase Rate |
| Cash Advance Balance | Cash Advances, Cash Advance Fees and interest charged on your Cash Advance Balance | Cash Advance Rate |
| Balance Transfer Balance(s) | Balance Transfers, Balance Transfer Fees and interest charged on your Balance Transfer Balance | Balance Transfer Rate(s) |
| Plan&Pay Balance(s) | Plan&Pay instalment plans, Plan&Pay Fees and interest charged on your Plan&Pay Balance | Plan&Pay Rate(s) |
| Other Balance | Any other amounts | As separately disclosed to or agreed with you |

Table 2

| Item | Interest Charged from |
|--|--|
| Purchases and Cash Advances | The day you make the Cash Advance or Purchase (subject to any interest free period described in Clause 5.2). |
| Interest charges, annual Fees and monthly Fees | The day after the interest charge or fee is applied to the Card Account |
| All other Fees | The day the fee is applied to the Card Account |
| Balance Transfers | The day the balance transfer is transferred to the Card Account* |
| Plan&Pay | The day the Plan&Pay is activated** |
| Any other amounts | As separately disclosed to or agreed with you |

*At the expiry of the promotional period applicable to a Balance Transfer, the remaining balance will become part of the Purchase Balance or Cash Balance in line with the terms of the promotional offer.

**If any Plan&Pay Balance remains outstanding at the end of the Plan&Pay term it will be transferred back to your Purchase Balance, Cash Advance Balance or Balance Transfer Balance (depending on where the balance was prior to being on a Plan&Pay) and will have interest applied accordingly.

5.4 Adjustments.

If you make a Purchase that is later refunded you will be charged interest on that Purchase for the period between the date of the original transaction and the date of the refund unless an interest free period applies.

If we discover an error, a payment to the Card Account is dishonoured, or transactions are reversed following a dispute or unauthorised use we will adjust the Card Account and any associated Fees accordingly.

6.0 Paying your Card Account.

6.1 How much you have to pay each month.

You must pay at least the Minimum Payment Due as shown on each statement by the due date. If you fail to do so, we will apply a Missed Payment Charge to the Card Account. You can choose to pay more than the Minimum Payment Due.

Account credits such as refunds, reversals, cashback and overpayments in prior months, do not count towards the Minimum Payment Due.

If you cannot make a payment, you must contact us immediately as we may be able to help you.

6.2 How you can make your payment.

Payments must be made in Australian dollars using one of the ways listed in your statement. You can also opt to have your payment made automatically through our Card Autopay facility, further details of which can be found at:

bankofmelbourne.com.au/credit-card-repayments

You should allow plenty of time ahead of your payment due date for your payment to reach us, for us to process it and for funds to clear into your account. After we receive your payment we will process and credit the verified amount to the Card Account as soon as we can. You can only access an amount that you have paid once the payment has cleared. Processing and clearing times will depend on how you pay and at what time of day. For more information about processing times, please call us.

For Smart ATM processing and cut-off times visit **bankofmelbourne.com.au** and search 'ATM features'.

6.3 How we apply your payments.

Payments to the Card Account are applied to:

1. balances owing on your most recent statement; and then
2. transactions made since your last statement was issued.

Within each balance or group of balances above we pay off the balances in order of the Annual Percentage Rate they attract, from highest to lowest. If the same Annual Percentage Rate applies to more than one amount, we apply the payment to those amounts in the following order:

- Interest charges
- Fees
- Transactions (such as Cash Advances or Purchases).

Within each of the three categories above, the payment is applied in the order in which the relevant amount was debited to the Card Account.

If you have more than one promotional plan on your account where special terms apply (for example a Balance Transfer offer) and they both have the same Annual Percentage Rate, we will apply payments to the oldest plan first.

If you have a Plan&Pay instalment plan see Clause 7.6.

7.0 Bank of Melbourne Plan&Pay.

7.1 What is Plan&Pay?

A Plan&Pay is an instalment plan that helps you split a large eligible Purchase and part or all of your Credit Card balance into manageable instalments. When you set up a Plan&Pay your Card Account balance will be split into:

- a Plan&Pay Balance – this will include all of your active Plan&Pays
- your Main Account Balance, which is made up of any remaining amounts.

Setting up a Plan&Pay does not change the credit limit of your Card Account or your obligation to keep your total balance within your credit limit as detailed in Clause 3.6.

7.2 How do you set up a Plan&Pay?

You can ask us to set up a Plan&Pay using Online Banking (either on your desktop or in the Bank of Melbourne mobile app). Your request may take up to 2 business days, but we will notify you if we accept your request. The maximum number of Plan&Pays you can have at one time is eight (8).

7.3 Are there Fees and charges?

We will advise you of the Annual Percentage Rate and any Fees that apply to your Plan&Pay when you ask for it to be set up. All applicable Fees and interest charges will be added to the total Plan&Pay Balance and be included in your instalment payments.

When you ask us to set up your Plan&Pay, we will provide you with an 'Estimated Total Repayment' figure. The actual amount you will pay will vary depending on the date your Plan&Pay is activated and on the payments that you make.

7.4 How does Plan&Pay affect what you need to pay each month?

When you set up a Plan&Pay you will choose the number of monthly instalment payments you will need to make. To keep the Plan&Pay open you need to pay these instalments by the due date each month.

Having a Plan&Pay doesn't change your obligation to always pay the Minimum Payment Due each month as explained in Clause 6.1.

7.5 Does a Plan&Pay change Autopay instructions?

Setting up a Plan&Pay will affect your Autopay. If you have set up Autopay to pay a fixed dollar amount or a fixed percentage of your balance you will need to update your preference before you can request a Plan&Pay .

To set up a Plan&Pay you must change your Autopay instruction to either pay the:

- Monthly Payment Balance – to retain interest free periods; or
- Minimum Payment with Instalments – to meet your minimum payment requirements and pay your Plan&Pay instalment.

If you already have Autopay set to one of these options the amounts collected will be automatically adjusted to include any Plan&Pay instalments due.

Regardless of any changes due to you setting up a Plan&Pay, Autopay will always collect at least the Minimum Payment Due.

7.6 How does Plan&Pay affect how we apply your payments?

When you have a Plan&Pay we will adjust the order in which payments are applied to your Card Account. Payments will be applied in the following order:

1. To the Plan&Pay instalment(s) shown on your most recent statement*
2. To your Main Account Balance in the order as described in Clause 6.3
3. To any outstanding Plan&Pay Balance(s)*

*If you have more than one we pay them off in order of the Annual Percentage Rate they attract, from highest to lowest. If two or more Plan&Pays have the same Annual Percentage Rate, payments will be applied first to the oldest plan.

By setting up a Plan&Pay, you are asking us to apply payments in this way. In some circumstances this means you might pay more interest than if you did not have a Plan&Pay. You can cancel your plan at any time via Online Banking.

7.7 What happens if you do not pay your Plan&Pay instalment in full or pay late?

If you do not pay your Plan&Pay instalment in full by the due date we may cancel your Plan&Pay and move the balance back to the Main Account Balance. We may refund a portion of any Fees you paid to set up your plan. The amount of the refund will depend on how many months are left on your Plan&Pay when it is cancelled.

If we allow your Plan&Pay to continue we will not adjust your Plan&Pay instalments. When this happens you will need to make catch-up payments to ensure your Plan&Pay Balance is paid in full by the end of the plan term.

If any Plan&Pay Balance remains outstanding at the end of the Plan&Pay term it will be transferred back to your Purchase Balance, Cash Advance Balance or Balance Transfer Balance (depending on where the balance was prior to being on a Plan&Pay) and will have interest applied accordingly.

7.8 When does a Plan&Pay end?

Your Plan&Pay will end:

- on the last day of the plan's term; or
- when you pay off the full Plan&Pay Balance; or
- when the Plan&Pay is cancelled

You can cancel your plan at any time in Online Banking.

We may cancel a Plan&Pay if:

- you fail to pay your Plan&Pay instalment by the due date; or
- you make an arrangement with us to pay less than the Minimum Payment with Instalments; or
- you do not comply with your obligations under these Terms and Conditions.

We will notify you if we cancel a Plan&Pay.

8.0 What to do if you have a problem.

8.1 Security problems and transaction disputes.

Security problems.

If your Card is lost or stolen or you believe your PIN or other pass codes have been compromised you must contact us immediately. If you fail to do so you may be liable for any losses that result from your failure to notify us or any delay in doing so.

Unauthorised transactions.

If you believe your Card has been used to make transactions without your permission you must contact us immediately so that we can block the Card Account and investigate the issue.

Other transaction disputes.

If you are not happy with goods and services you have purchased with your Card or you believe the Merchant has charged you incorrectly you should first try to resolve your dispute with that Merchant. If this does not resolve your dispute you may have additional rights under the Mastercard or Visa dispute process. Please call us or use the 'Don't recognise this transaction' function within Online Banking. You must notify us of the dispute within 30 days of the transaction date, and if we ask you for further information you must provide that

information within 14 days. If you fail to do so, our ability to obtain a refund may be restricted under Mastercard or Visa rules.

For further information on what to do and the options available to you when problems occur please visit: bankofmelbourne.com.au/contact-us/lost-stolen-cards

Liability for unauthorised transactions and system failures.

We apply the ePayments Code to determine liability for any losses that result from unauthorised electronic transactions or systems or equipment malfunctions. The table below provides examples of when you may be liable for losses from an unauthorised transaction and when you are not. For more information, see the ePayments Code at ASIC's website: www.asic.gov.au

| When you may be liable* | When you are not liable |
|--|--|
| <ul style="list-style-type: none">• When you contributed to the loss through fraud or failing to protect your PIN as set out in Clause 2.1• When you leave your Card in an ATM• When you unreasonably delay in telling us about the misuse, loss or theft of your Card, or that the security of your PIN has been breached | <ul style="list-style-type: none">• When it is clear that you did not contribute to the loss**• Losses due to our (or our people's) fraud or negligence• Transactions incorrectly charged more than once to the Card Account• Unauthorised transactions after you tell us about a Card, PIN or password security issue• Unauthorised transactions that can be made using your Card number and expiry date, without your Card, PIN or other password• Losses arising from a system malfunction where a transaction is not completed in line with instructions you have submitted and that have been accepted by the system |

* You will not be liable for the portion of losses that exceed your credit limit, or that were incurred in one day in excess of your transaction limit.

**Where losses arise from a transaction that requires a PIN and it is not clear if you contributed to the loss your liability will be no more than \$150.

To avoid liability for transactions involving handwritten signatures, you must also adequately protect your Card.

8.2 Resolving problems and complaints.

If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Solutions Team.

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details can be found at the front of this document.

9.0 Closing your Card Account or cancelling your Card.

9.1 Your right to close your Card Account.

You may ask us to close your Card Account through Online Banking or by contacting us. When we receive a closure request we will cancel your Cards immediately and close your Card Account (which ends your Credit Card Contract) as soon as your balance is repaid in full.

To cancel an Additional Card (but not close the Card Account) please notify us in branch or by phone.

9.2 Our right to cancel a Card or block the Card Account.

We may cancel a Card or block the Card Account without giving notice:

- if we suspect fraud or need to take action to prevent losses;
- to manage regulatory risk; or
- for any other reason determined by us acting reasonably.

We may also cancel a Card or block the Card Account if you are in default. Further details are provided below in Clause 9.3.

9.3 Our rights when you are in Default.

You are in default if:

- you don't make the required payments when due;
- you become bankrupt or enter into any arrangement with creditors; or

- you or the Additional Cardholder do any of the following and, in our reasonable opinion, this has a material impact on our credit, legal or reputational risks:
 - fail to comply with the law;
 - engage in conduct that is misleading;
 - use the Card Account for a non-approved purpose.

When you are in default the Bank may require immediate payment of all amounts you owe under this Credit Card Contract, including amounts accrued or charged but not yet debited to your account. You may also have to pay reasonable enforcement expenses, including any amount reasonably incurred by the use of our staff and facilities.

Before we require immediate repayment in full, you will normally be given 30 days' written notice to allow you an opportunity to remedy the default. Sometimes we may immediately start enforcement proceedings without providing notice, for example where:

- we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Credit Card Contract;
- we have made reasonable efforts to locate you without success; or
- a court authorises us to commence enforcement proceedings without notice to you.

9.4 What you must do when a Card is cancelled or the Card Account is closed.

When the Card Account has been closed or a Card has been cancelled for any reason, you must:

- immediately destroy the Card(s) in a secure manner. If you cannot destroy an Additional Card you must tell the Additional Cardholder not to use the Card and tell us so that we may cancel the Card.
- cancel any recurring payments which are linked to the Card Account.

You will remain liable for recurring payments which have not been cancelled, and transactions debited to the Card Account which were made before closing your account.

While the Card Account remains open, even if a Card is cancelled or a Card Account is blocked, you must continue to meet your payment obligations and all other obligations under these Terms and Conditions. Fees and charges including interest will continue to apply until the balance is paid off and the Card Account is closed.

10.0 Our additional obligations and rights.

10.1 Right of set-off.

Where you also have another account with Bank of Melbourne (for example a deposit account) we may use funds from one to pay amounts owed on the other. Unless specifically allowed under law, you may not set off or deduct any amounts we owe you against amounts you owe on your Card Account.

10.2 Right of assignment.

We may assign our rights under your Credit Card Contract to someone else. You may not assign your rights under your Credit Card Contract to another person.

10.3 Right of variation.

We may make the following changes to the Credit Card Contract:

- Changes to interest (including changing the Annual Percentage Rate(s) or how we calculate and apply interest);
- Changes to your payments (for example, how much, how they are calculated or when or how often you need to pay);
- Changes to Fees (including introducing new Fees, changing the amount of them or the time of payment);
- Changes to credit or transaction limits (including reducing your credit limit);
- Other changes that:
 - reflect changes in law, official directives, or the guidance from a regulator;
 - reflect changes to our business or systems;
 - reflect current industry or market practice or conditions;
 - are administrative or correct a mistake;
 - we reasonably think you will benefit from;
 - are reasonably necessary to protect our legitimate interests.

We will generally apply these changes to a class of customers or a product, but where they reflect changes to a credit limit, our risk associated with you, a mistake on your account or will be beneficial to you, we may apply them just to you.

How and when we notify you of changes.

| | How | When |
|---|---|--|
| Changes to Annual Percentage Rates | In writing (which may be on your statement) or by advertising in the media* | As soon as reasonably possible, but no later than the day the change happens |
| Changes to Fees | In writing (which may be on your statement) or by advertising in the media* | As soon as reasonably possible. However, if we believe the change is unfavourable to you, we will give you notice at least 30 days' in advance** |
| Changes that reduce your obligations, extend the time for payment | In writing (which may be on your statement) | As soon as reasonably possible but no later than the next statement after the change takes effect |
| Any other changes (including reducing your credit limit or changes that we believe are unfavourable to you) | In writing (which may be on your statement) | As soon as reasonably possible, at least 30 days in advance** |

* Where notice is by advertising in the media, we will also inform you before or when we send you the next statement after the change takes effect.

** Where it is reasonable for us to manage a material and immediate risk (for example, you are in default, or your Card Account has been inactive for 6 months), or immediately restore or maintain the security of one of our systems, or a Card Account, we may make unfavourable changes with less notice or no notice.

Where we are allowed to do so, we can notify you of changes electronically (e.g. by email or messages in Online Banking).

10.4 Reporting Obligations.

We are required to identify tax residents of countries other than Australia in order to meet reporting requirements under local and international laws.

If at any time after account opening, information in our possession suggests that you may be a tax resident of a country other than Australia, you may be contacted to provide further information on your foreign tax status. Failure to respond may lead to certain reporting requirements applying to the account.

If at any time there is a change to your foreign tax status details, you must inform us.

There may be other situations where we need you to provide additional documents or information to help us meet our regulatory obligations.

11.0 Meaning of important terms.

| Term | Meaning |
|---|---|
| Annual Percentage Rate | An annual interest rate that applies to a balance category (e.g. Purchases, Cash Advances or Balance Transfers) of your Card Account as specified in the Financial Table, as advised to you from time to time or as specified in a promotional offer. |
| Balance Transfer | A balance transferred to your Card Account from another Card Account to which specific terms may apply. |
| Bank, Bank of Melbourne, our, we, or us | Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714. |
| Card, or Credit Card | Any credit card issued by us to you or an Additional Cardholder at your request, including any device or mobile wallet, which you can use to access credit on the Card Account. |
| Card Account | The account used to record transactions under the Credit Card Contract. |

| Term | Meaning |
|----------------------|--|
| Cash Advance | <p>A transaction where you:</p> <ul style="list-style-type: none"> • withdraw cash • pay for items we consider to be equivalent to cash (for example; foreign currency, traveller's cheques, money orders or stored value cards) • transfer funds to another account or stored value card (for example a bank account, trading account or prepaid card) except where this is done as a Balance Transfer. • pay bills over the counter or through a third party (other than BPAY) • pay a Merchant that provides gambling services and products, including Merchants that sell lottery tickets, or anything else we treat as being a Cash Advance. <p>We classify transactions using information provided to us by the card scheme (Visa or Mastercard), which tells us about the main type of business conducted by the Merchant. All transactions with Merchants, especially those whose main business is listed above, may be treated as Cash Advances.</p> |
| Financial Table | <p>The document attached to your letter of offer that forms part of your Credit Card Contract and contains important details such as the interest rates and Fees that apply to your Card Account.</p> |
| Fees | <p>Fees and charges that apply to your Card Account as specified in the Financial Table, as advised to you from time to time, or as specified in a promotional offer.</p> |
| Main Account Balance | <p>The balance of your Card Account less any Plan&Pay Balance.</p> |
| Merchant | <p>A provider of goods or services who accepts payment by Card.</p> |
| Minimum Payment Due | <p>The minimum payment you must make each month under your Credit Card Contract. Details of how this is calculated are set out in the Financial Table or advised to you from time to time.</p> |

| Term | Meaning |
|---|--|
| Minimum Payment Due on Main Account Balance | The minimum payment that relates to your Main Account Balance. Calculated the same way we work out the Minimum Payment Due but using the Main Account Balance instead of the whole closing balance of your Card Account to work out that amount. |
| Minimum Payment with Instalments | The amount you must pay each month if you want to keep your Plan&Pay active. Calculated as the Minimum Payment Due on Main Account Balance plus any Plan&Pay instalments shown on a statement. |
| Monthly Payment Balance | The amount you must pay to retain an interest free period. Calculated as the Main Account Balance minus the Balance Transfer Balance plus any Plan&Pay instalments shown on a statement. |
| Online Banking | All methods that we provide to allow you to digitally access and manage your Card Account. This Includes mobile/tablet apps, and browser-based access. Online Banking is governed by separate Terms and Conditions located on our website. |
| Plan&Pay | An instalment plan available on your Card Account to which specific terms may apply. |
| Purchase | All payments you make using your Card that are not Cash Advances or Balance Transfers. |
| you | The person who is the owner of the Card Account and who is responsible for all transactions on the account. If there are two of you, you means each of you separately and both of you jointly. You includes your successors. |

Credit Guide.

This Credit Guide gives you important information about the products we provide which are regulated by the National Credit Code ('consumer lending products').

In this document, the words 'we', 'us', 'our' and 'Bank of Melbourne' refer to Bank of Melbourne – a Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

Bank of Melbourne has additional products and services that are not covered by this document. In your interaction with Bank of Melbourne, you may receive Financial Services Guides and additional Credit Guides.

Bank of Melbourne's consumer lending products include:

- Credit cards
- Home loans
- Residential property investment loans, and
- Personal loans.

1.0 Our general obligations.

In relation to our consumer lending products, we will not, as a credit provider:

- Enter into a credit contract with you; or
- Increase the credit limit of a credit contract with you, if we assess that the credit contract is unsuitable for you.

We refer to this assessment as the Suitability Assessment.

2.0 When will the credit contract be unsuitable?

A credit contract will be unsuitable if:

- The credit contract does not meet your requirements or objectives; or
- It is likely that you will be unable to comply with your financial obligations under the credit contract; or
- It is likely that you could only comply with your financial obligations under the credit contract with substantial hardship.

3.0 How can you access a copy of the Suitability Assessment?

If your application for credit or increase in credit has been approved, you can call 13 22 66 and request a written copy of the Suitability Assessment which we will provide within the following timeframes:

| Your request is made: | We will give you your assessment: |
|---|---|
| Before the Credit Day* | As soon as possible after we receive your request |
| Up to 2 years after the Credit Day* | Within 7 business days after we receive your request |
| Between 2 and 7 years after the Credit Day* | Within 21 business days after we receive your request |

*The Credit Day is the date the credit contract is entered into or the credit limit is increased.

We are not required to provide you with a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into before 1 January 2011.

4.0 Getting your complaint heard.

Please talk to us first.

We aim to resolve your complaint at your first point of contact with us, so we encourage you to raise your complaint through any of the following channels:

Phone: 13 22 66

Online: bankofmelbourne.com.au/contact-us/customer-complaints

Mail: Reply Paid 5265, Sydney NSW 2001.

5.0 Our Customer Solutions Team.

In the unlikely event that we can't resolve your complaint at your first point of contact with the bank, we will escalate your complaint to our Customer Solutions Team for further investigation.

6.0 What to do if you are still not happy.

If you are not satisfied with our response, you may lodge a complaint:

| | |
|--|--|
| Australian Financial Complaints Authority (AFCA) | <p>Online: www.afca.org.au Email: info@afca.org.au Phone: 1800 931 678 Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001</p> |
| Australian Securities and Investments Commission (ASIC) | <p>ASIC has a free call Infoline on 1300 300 630. You can call this number to make a complaint and to obtain information about your rights.</p> |

Information Statement.

Things you should know about your proposed credit contract.

Bank of Melbourne is your credit provider. This statement tells you about some of the rights and obligations, you and we have. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, the AFCA scheme, or get legal advice.

The contract.

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

We 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 us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have 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 us 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 us 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 us 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 us 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.

We must give you the statement within 7 days after you give your request to us. 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 us to charge one) and other Fees.

7. Can my contract be changed by Bank of Melbourne?

Yes, but only if your contract says so.

8. Will I be told in advance if Bank of Melbourne 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 30 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 Bank of Melbourne 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 us. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at:

Australian financial complaints authority

Online: **www.afca.org.au**

Email: **info@afca.org.au**

Phone: 1800 931 678 (free call)

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

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

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

General.

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

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us 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.

11. **What if we cannot agree on a suitable arrangement?**

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

12. **Can Bank of Melbourne take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

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

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

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

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

ONLINE: WWW.AFCA.ORG.AU

EMAIL: INFO@AFCA.ORG.AU

PHONE: 1800 931 678 (FREE CALL)

MAIL: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

GPO BOX 3, MELBOURNE VIC 3001

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



Bank of
Melbourne

Important.

Should you lose your card, immediately notify the 24-hour card service centre on 1800 772 266 within Australia, 7 days a week (free call), 613 8536 7870 outside Australia.

You've got questions? We've got time to talk.

Call 13 22 66 for credit card enquiries, 8am to 8pm, Monday to Saturday (Melbourne time).

 **Bank of Melbourne**

