

Visa Credit Card.

**Terms and Conditions
June 2021.**



IMPORTANT INFORMATION

This document forms part of your Credit Card Contract and should be read with the Credit Card Schedule, which also forms part of your Credit Card Contract. Before you activate your Card Account you should read all these documents carefully and ensure any Additional Cardholder does likewise. Together these documents contain the information we are required by law to give you and you should keep them for future reference. You should also read the Information Statement, Credit Guide and the Privacy Notice included in this document.

Police Financial Services Limited ABN 087 651 661 AFSL 240293
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Contents

Important information	2	29. Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)	17
1. Definitions	4	Credit Guide	17
2. The credit card contract	5	Information Statement things you should know about your proposed credit contract	19
3. Change of Address	5	Privacy Notice	21
4. Account activation	5		
5. Signing Your Visa Card and Safeguarding your Card Account	6		
6. Additional Cards	6		
7. Reporting The Loss Or Theft Of Your Visa Card	7		
8. Balance transfer	7		
9. Credit Limit	7		
10. Transaction Limit	8		
11. Fees and Charges	8		
12. Government Fees and Charges	8		
13. Statements of Account	8		
14. Resolving Errors On Account Statements	9		
15. Interest Charges	9		
16. Payments	10		
17. Regular Payment Arrangements	11		
18. Application Of Codes	11		
19. Changes to conditions of use	11		
20. Using Your Visa Card	12		
21. Using Your Visa Card Outside Australia	13		
22. Transactions Debited To Your Card Account	13		
23. Renewal Of Your Visa credit card	13		
24. Cancelling Your Card Or Card Account	14		
25. Default	14		
26. Unauthorised Use of Cards	15		
27. Visa Zero Liability	16		
28. Malfunction	17		

1. Definitions

Additional Cardholder means the person who from time to time is issued with an additional card for use on the Card Account at the request of the Primary Cardholder.

Annual Percentage Rate means a per annum rate of interest that applies to Transactions occurring on your Card Account, with such rates being specified in the Credit Card Schedule, which could include separate rates of interest for separate categories of Transactions (for example, Balance Transfers).

AML Legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and its associated rules, regulatory guides and regulations.

ATM means an automated teller machine.

Balance Transfer means an amount applied to your Card Account balance in accordance with your application to us to transfer to your Card Account any balance (or any part of the balance) of a credit card, store card or charge card that is held with another credit provider.

Balance Transfer Offer means an offer that is set out in the Credit Card Schedule.

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

BPAY Payment means a payment we are instructed by you to make on your behalf to a biller through the BPAY Scheme.

BPAY Scheme means an electronic payments scheme through which you can ask us to make payments on your behalf to the biller. This service is only available while we are a member of the BPAY scheme.

Business day means any day we are normally open for business.

Card Account means the account you have with us to which you may obtain access by use of the Visa credit card or Visa credit card number.

Cash Advance means:

- a. each amount of cash supplied by use of a Visa credit card or by any other operation of your Card Account (including cash drawn from use of an ATM or cash withdrawn by visiting a financial institution);
- b. any transaction that you make where you use the Visa credit card to receive from a merchant a cash substitute (including the purchase of gambling chips or tokens, traveller's cheques or money orders or the loading of value onto a stored value card or facility (such as gift cards and prepaid products));
- c. any transaction that you make where you use the Visa credit card to pay bills through a third party where the merchant does not accept credit card payments;
- d. any transaction that you make to pay bills over the counter at a financial institution or Australia Post outlet; or
- e. any transaction that you make where you use the Visa credit card to transfer, or arrange the transfer of funds from your Card Account to another account.

Merchants enter into an agreement with their relevant financial institution, which enables the merchants to accept payment for goods or services by credit card. We as the issuer of the Visa credit card are only able to determine whether to treat a transaction that you make with a relevant merchant as either a Purchase or Cash Advance based on the information provided by the relevant merchant's financial institution.

Accordingly, certain transactions that you undertake with a merchant may be treated as a Cash Advance, even if such a transaction does not fall within one of the categories specified above. This commonly occurs with newsagencies or other merchants that sell lottery tickets or gaming products. Refer to section 14 in respect of adjusting the Card Account balance for such errors.

Closing Balance means the amount shown on a Credit Card Statement as the closing balance for that relevant Credit Card Statement, and is the amount that you owe to us on the last day of the relevant statement period.

Credit Card Schedule means the Credit Card Schedule that was originally given to you when your credit card application was approved and replaces any earlier Credit Card Schedule.

Credit Card Statement means the statement of account that we provide to you in accordance with these Terms and Conditions of Use.

Credit Contract means the agreement between you and us as your financial institution for the provision of your Visa credit card (and any associated facilities that you receive or request from us, such as internet and telephone banking facilities, direct entry facilities and BPAY facilities). Your Credit Contract consists of these Terms and Conditions of Use and the Credit Card Schedule.

Credit Limit is the amount described as such in the Credit Card Schedule, which applies to your Card Account.

Credit Provider is Police Financial Services Limited ABN 33 087 651 66 (Trading as BankVic)

Daily Percentage Rate means the rate determined by dividing the relevant Annual Percentage Rate by 365 or on a 366 day basis in leap years.

Day means a 24 hour period commencing at midnight Eastern Standard Time or Australian Eastern Standard Time, as the case may be, in Melbourne.

Direct Debit Request means a written document in which you authorise and request us to debit amounts from an external bank account you nominate.

eftpos means electronic funds transfer at point of sale.

Electronic Banking Terminal means an ATM or eftpos device.

Expiry Date means the expiry date printed on the front of the Visa credit card.

Floor Limit means an amount above which a payment using an EFTPOS device requires approval by us in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

Non-Cash Advances means Purchases, BPAY Payments, government fees and charges, any interest that has accrued on the Card Account, our fees and charges and any enforcement expenses that are debited from your Card Account balance (which increases the balance owing).

PIN means the secret personal identification number relating to a Visa credit card.

Police Financial Services Limited ABN 33 087 651 661 means Police Financial Services Limited ABN 33 087 651 661 trading as BankVic being the entity that issued to you your Visa credit card.

Primary Cardholder means the person who opens the Card Account with us and is responsible for all Transactions made on the Card Account, including Transactions that are made by any Additional Cardholder.

Purchase means each amount charged by the supplier for the supply of any goods or services purchased by the use of a Visa credit card on your Card Account or any other operation of your Card Account (other than a Cash Advance or Balance Transfer).

Special Promotion means a reduced rate of interest or interest-free days or other special terms that we may apply from time to time to certain categories of Transactions. The details of any Special Promotion will be advised to you in writing.

Transaction means a Purchase, Cash Advance or Balance Transfer.

Unpaid Daily Balance means, at any time, the excess of all amounts debited (which increases the balance owing) from your Card Account over all amounts credited to your Card Account (which reduces the balance owing) 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.

Visa means Visa Worldwide Pte. Limited.

Visa credit card means a Visa credit card issued to you pursuant to the Credit Contract (and includes all Visa credit cards issued to any Additional Cardholder as per the Primary Cardholder's request).

Visa credit card number means the unique number assigned by us to each Visa credit card and which shall be recorded on that Visa credit card.

Visa payWave refers to the contactless method by which a Visa credit card may be used to complete a Transaction by waving the Visa credit card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

Visa Secure Participating Merchant means a merchant from whom online purchases can be made and who participates in the Visa Secure program described in section 20 below.

We, our or us means Police Financial Services Limited (trading as BankVic).

“you” or “your” means the Primary Cardholder.

A reference to:

The singular includes the plural and the plural includes the singular; and

any dollar amount is an Australian dollar amount.

2. The credit contract

The Credit Contract is offered to you on the terms set out in these Terms and Conditions of Use and the Credit Card Schedule. You accept our offer to provide credit on the terms and conditions in the Credit Contract when the credit card account is first used. For example, when you first use your credit card, have a balance from a different credit card account transferred to this credit card account or activate your card. These Terms and Conditions of Use apply to you (as the Primary Cardholder) and any Additional Cardholder. If these Terms and Conditions of Use are not clear to you, contact us BEFORE activating or using your Visa credit card or alternatively seek independent advice from your accountant or lawyer.

If you do not agree with the terms of the Credit Contract, do not:

- activate your Visa credit card or use it (or allow anyone else to use or activate your Visa credit card); or
- permit an Additional Cardholder to use their Visa credit card.

Instead, return all Visa credit cards to us (cut in half for your protection including cutting in half the chip on your Visa credit card).

3. Change of Address

You must notify us if you change your residential or postal address, either by contacting Sales & Servicing on 13 63 73, via internet banking or our BankVic app.

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.

4. Account activation

Either the activation of your Card Account or the first Transaction on your Card Account (whichever comes first) will be taken as your agreement to comply with the Credit Contract.

By using your Card Account (including by activating your Visa credit card), you agree to:

- The terms of the Card Contract; and
- The Privacy Notice set out at the end of this document (if you have not already read our Privacy Notice please do this before activating your card).

5. Signing Your Visa Card and Safeguarding your Card Account

If you fail to properly safeguard your Visa credit card and PIN you may increase your liability for unauthorised use. We therefore strongly recommend that you:

- sign your Visa credit card as soon as you receive it;
- memorise your PIN and never store it with or near your Visa credit card;
- never write your PIN on your Visa credit card;
- never lend your Visa credit card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that is easily identified, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device;
- never leave your Visa credit card unattended, e.g. in your car or at work;
- immediately report to us the loss, theft or unauthorised use of your Visa credit card during business hours on 13 63 73 or outside of business hours to VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;
- keep a record of the VISA CARD 24hr EMERGENCY HOTLINE number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use;
- and on the date of expiry, destroy your Visa credit card by cutting it diagonally in half (including cutting the chip on your Visa credit card in half).

Refer to section 26 for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 26, rather than the security measures listed above, which are guidelines only.

6. Additional Cards

An Additional Cardholder must protect their access method in the same way as this contract requires you to protect your access method. An Additional Cardholder's access to, and operation of your Card Account is governed by the relevant provisions of this contract. You should ensure that any Additional Cardholder has read and understood and complies with this Credit Contract. If any Additional Cardholder does not comply with this contract, you will be in breach of this contract.

You (being the Primary Cardholder) can ask us to give an additional Visa credit card and PIN to someone else you nominate to be an Additional Cardholder on your Card Account, provided that the person you nominate is over 15 years of age. We are not obliged to grant any additional Visa credit card and may impose other conditions in respect of the issuing or use of that Visa credit card. We are required to comply with all laws governing the issuing of credit cards (including identification and verification of any Additional Cardholders in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act) and you agree to provide all reasonable information and documentation requested by us to allow us to comply with those laws.

The number of Additional Cardholders on your Card Account at any one time is limited to a maximum of one (1).

When we issue an additional Visa credit card at your request:

- you agree that you are responsible to ensure that the Additional Cardholder complies with the terms of the Credit Contract, you should therefore ensure that the Additional Cardholder reads and understands the Credit Contract;
- you will be liable (in the first instance) for all Transactions carried out by use of the additional Visa credit card. Fraudulent or unauthorised transactions can occur on Visa credit cards. Where you (or your Additional Cardholder) advise us that a Transaction that has occurred on your Visa credit card or your Additional Cardholder's Visa credit card is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 14;
- you authorise us to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional Visa credit card. You also authorise us to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa credit card, except to the extent that any such instructions relate to an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of an additional Visa credit card following cancellation of that Visa credit card by you; and
- you can cancel the additional Visa credit card at any time by cutting it in half diagonally (including cutting in half the chip on the Visa credit card) and informing us that you have destroyed the Visa credit card and disposed of the pieces securely. If you cannot destroy the additional Visa credit card you should contact us by telephone on 13 63 73 and request that we place a "stop" on your Card Account.

You will not be liable to us for the value of any Transaction occurring on an additional Visa credit card after you have cancelled the additional Visa credit card, except in circumstances where the additional Visa credit card is used after it has been cancelled for:

- store purchases which are below the Floor Limit where no electronic approval is required; or
- transactions that are processed manually.

In these circumstances, it is not possible for the financial institution to physically stop the Transaction from occurring. If the additional Visa credit card is used after you have cancelled

it in these circumstances then you will be liable to us for the value of any Transaction as well as any reasonable costs incurred by us in collecting the amounts owing.

7. Reporting The Loss Or Theft Of Your Visa Card

If you believe your Visa credit card or PIN record has been lost, stolen or misused, or your PIN has become known to someone else, you should **immediately** report this by contacting:

DURING BUSINESS HOURS by phone to 13 63 73.

Refer to our website for current business hours.

OUTSIDE BUSINESS HOURS - VISA CARD 24hr EMERGENCY HOTLINE

FREE CALL - 1800 621 199.

If you contact the Visa Card 24hr Emergency Hotline:

you will be given a reference number which you should retain as evidence of the date and time of your report; and

you should advise us, as soon as you can, that you have made a report to the Visa Card 24hr Emergency Hotline.

If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be our liability. To avoid further losses you are required to continue to try to provide notification of your lost or stolen Visa credit card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify us or the Visa Card 24hr Emergency Hotline, we will continue to be liable for any loss occurring as a result of further unauthorised use of your Visa credit card. If you do not try to notify us using any of the agreed methods of notification as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Visa credit card in accordance with section 26.

If the loss, theft or misuse occurs **outside Australia** you must notify a financial institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of your Visa credit card with us by telephone 02 9959 7686 or priority paid mail as soon as possible.

If your Visa credit card is reported as lost or stolen, we will issue to you a replacement Visa credit card. You must give us a reasonable time to arrange cancellation and the issue of a replacement Visa credit card. Refer to the Credit Card Schedule for details of any fees that may apply.

8. Balance transfer

8.1 Transfer Process

A balance transfer is when an amount owing on another Australian issued credit card is transferred to a BankVic credit card account following the submission and approval of the account holders request to do so.

Balance Transfer (and if applicable) account closure requests will only be processed once you activate your Visa credit card.

Payments to nominated credit/store card issuer(s) will usually be made within 14 business days of BankVic receiving a balance transfer request.

You may transfer the balance of a credit or charge account from another credit provider to your account if we agree to the transfer and if:

- the balance of your account after the transfer will not exceed your credit limit; and
- the amount transferred is not less than \$100 with a maximum transfer of 95% of the approved Credit Limit; and
- your account is not a delinquent (overdue) account.

8.2 Transfer Discretion

We may refuse or limit a transfer at our discretion.

8.3 Transfer Liability

We will not be liable for any overdue payment or interest incurred on the account when transferring the payment to the organisation nominated. You must pay interest charged by us on balance transfers at the applicable annual percentage rate. Interest applies from the date of funding your balance transfer request (unless there has been a special interest free offer), until you repay the transferred amount in full.

8.4 Closing Accounts

In authorising us to transfer any funds to pay an outstanding balance from another credit/store card account(s), it is not our responsibility to arrange closure of the account(s). This is your responsibility.

8.5 Delays

Once your balance transfer has been forwarded to the organisation you have nominated, no responsibility will be accepted by BankVic for delays in processing the payment.

8.6 Cancellation of your Card

We may, at our discretion, require you to cancel your credit card or charge account with the transferring credit provider as a condition of transfer.

9. Credit Limit

The Credit Limit is set out in the Credit Card Schedule. Subject to any transaction limits which we may impose in accordance with section 10, we will make funds available to you up to the Credit Limit. The Credit Limit applies to the Card Account and there is not an additional Credit Limit for any additional Visa credit card that is issued in relation to this Card Account.

You must not allow your Unpaid Daily Balance to exceed the Credit Limit, unless we have consented in writing.

Transactions which are below the Floor Limit and where no electronic approval is required or Transactions that are processed manually are not authorised by us before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit. In circumstances where our authorisation is required before a Transaction proceeds,

we will not authorise a Transaction in circumstances where the Transaction will result in your Credit Limit being exceeded.

If you conduct a Transaction which results in your Unpaid Daily Balance exceeding your Credit Limit, we are not increasing your Credit Limit. If the Credit Limit is exceeded without our approval, you must immediately repay to us any amount in excess of your Credit Limit to us. In these circumstances, we will contact you to notify you that your Unpaid Daily Balance has exceeded your Credit Limit.

You may ask us to permanently or temporarily increase your Credit Limit at any time. We are not required to agree to any such request. If we form the view that your financial circumstances do not justify a permanent or temporary increase of your Credit Limit (in our opinion) or the increase in the Credit Limit is unsuitable for you (in our opinion), we will not agree to increase your Credit Limit.

We may only increase your Credit Limit at your request or with your written consent and if you meet the certain criteria.

However, we may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, we will give you written notice prior to reducing your Credit Limit (refer to section 19) unless circumstances exist where we reasonably believe that your use of the Visa credit card or Card Account may cause loss to you or to us. This could include circumstances where you are in default pursuant to the terms and conditions set out in this Credit Contract or where we suspect that your Visa credit card or Card Account has been compromised. You can request that we reduce your Credit Limit at any time by contacting us on 13 63 73, in writing to GPO Box 2074 MELBOURNE VIC 3001, via loans@bankvic.com.au, or online by clicking the "Reduce Limit" button.

10. Transaction Limit

We may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Card Account on any one day through the Electronic Banking Terminal.

Where we impose a temporary minimum or maximum limit, we will use reasonable endeavours to notify you that we have imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent.

Where we impose a new permanent minimum or maximum transaction limit, we will inform you of this change in accordance with the requirements set out in section 19 of these Terms and Conditions of Use.

Please note, merchants offering EFTPOS facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain using your Visa credit card. When you press the credit button at an EFTPOS terminal, you cannot withdraw cash.

11. Fees and Charges

The fees and charges outlined in the Credit Card Schedule apply. You agree to pay to us all fees and charges that are set out in the Credit Card Schedule. We will debit these fees and charges from your Card Account by debiting the amount of the fee or charge in accordance with this section 11 and the Credit Card Schedule (which will increase the balance owing). All fees and charges that are set out in the Credit Card Schedule are inclusive of GST.

If you consider we have incorrectly charged you a fee or charge, you may dispute this by contacting us in accordance with section 14. Any incorrect fee or charge will be reversed by us as the financial institution (including any further charges or interest accruing on the Card Account due to the incorrect fee or charge).

The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with section 19.

We reserve the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. We are authorised to debit your Card Account with those fees (which will increase the balance owing).

You will be advised by us as the financial institution, in writing, of any current applicable fees and charges at the time you apply for your Visa credit card.

12. Government Fees and Charges

We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa credit card by any government or by any regulatory authority. We are authorised to debit your Card Account with those fees, charges, duties and taxes (which will increase the balance owing).

13. Statements of Account

We will send you a Credit Card Statement every month where there is financial activity or a balance outstanding on the account, or as otherwise required by any applicable legislation. You should check each statement of account carefully. A printed transaction record slip will be available for each financial transaction carried out with your Visa credit card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on:

- a transaction voucher is correct before signing it; or
- Electronic Banking Terminal is correct before entering your PIN.

You should obtain, check and retain all transaction record slips (including sales and cash advance vouchers) issued to you for checking against your Credit Card Statements. You may request a copy of any statement of account at any time subject to applicable fees under this contract.

14. Resolving Errors on Account Statements

If you believe a Transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify us as your financial institution or the Visa Card 24 Hr Emergency Hotline as explained in section 20 of these Terms and Conditions of Use.

If you have a complaint or dispute relating to your Visa credit card or any fees or charges that have been debited from your Card Account (which has increased the balance owing), you should immediately contact us on 13 63 73.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, we will advise you of the outcome of your complaint by means other than in writing (unless we are unable to contact you by other means). If you wish, you may request that we provide you with a written response.

However, if we are unable to settle your complaint within 5 Business Days, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving relevant details from you or receiving your complaint, we will:

- advise you in writing of the results of our investigations; or
- advise you in writing that we require further time (not exceeding a further 24 days) to complete our investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where we investigate the relevant transaction under applicable card scheme rules (for example, Visa's scheme rules).

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

Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact our External Dispute Resolution Scheme.

We are a member of the following External Dispute Resolution Scheme:

Australian Financial Complaints Authority (AFCA)

1800 931 678 (free call), info@afca.org.au or GPO Box 3, Melbourne, Victoria 3001.

When we advise you of the outcome of our investigations, we will;

- give you reasons in writing for our decisions by reference to these Terms and Conditions of Use and the Code;
- advise you of any adjustments we have made to your Card Account; and
- advise you in writing of other avenues of dispute resolution (including external regulators and agencies), if you are not satisfied with our decision.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your Visa credit card, we will:

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

We cannot begin enforcement proceedings on the basis of a default arising from a disputed liability until 30 days have elapsed from the time when we give you our written explanation or advice about the disputed liability.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

We have the ability to investigate disputed transactions which occur on your Visa credit card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specified circumstances and timeframes in which a member of the scheme (for example, a credit union, a bank or other financial institution) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This right is referred to as a "chargeback right".

The time frames vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a disputed transaction.

For disputed transactions made outside the Visa scheme rule timeframes, BankVic is still obliged to investigate the claim and apply the liability provisions to which it is contractually bound under the ePayments Code.

15. Interest Charges

Interest on outstanding Cash Advances and Non-Cash Advances are calculated differently.

15.1 Cash Advances

For Cash Advances interest is calculated on the value of the Transaction from and including the individual transaction's posting date until paid in full. The Annual Percentage Rate that applies to Cash Advances is shown in the Credit Card Schedule.

15.2 Non-Cash Advances

For Non-Cash Advances, interest is calculated on the value of the Transaction from and including the. The Annual Percentage Rate and interest free days that applies to Non-Cash Advances is shown in the Credit Card Schedule.

15.3 Balance Transfers

After this expiry date has passed, the Unpaid Daily Balance on any Balance Transfers that remain unpaid will be subject to the Annual Percentage Rate that applies for Non-Cash Transactions.

15.4 Special Promotions

The Annual Percentage Rate that applies for a Special Promotion will be set out in the Credit Card Schedule or any written promotion that we offer. If you do not pay the amount of any Transaction that applies to the Special Promotion by the relevant expiry date of that Special Promotion, then:

1. where the relevant Transaction is a Non-Cash Advance, then the relevant Transaction will be treated as a Non-Cash Advance and interest will be charged on that Transaction in accordance with section 15.3; or
2. where the relevant Transaction is a Cash Advance, then the relevant Transaction will be treated as a Cash Advance and interest will be charged on that Transaction in accordance with section 15.2.

15.5 Calculation

The interest charges on

1. Cash Advances;
2. Non-Cash Advances (not receiving the benefit of any interest-free period); as stated in section 15.3;
3. any Transactions where a Balance Transfer Offer or Special Promotion applies,

are calculated daily, by applying the Daily Percentage Rate separately to the Unpaid Daily Balances of Cash Advances, Non-Cash Advances and any Transactions where a Balance Transfer Offer or Special Promotion applies.

The total amount of interest charges debited to the Card Account balance (which will increase the balance owing) is the sum of the interest charges on:

1. Cash Advances;
2. Non-Cash Advances; and
3. any Transactions where a Balance Transfer Offer or Special Promotion applies,

for the number of days in the statement period and may include adjustments relating to prior statement periods.

All interest charges for the relevant statement period will be debited from your Card Account balance (which will increase the balance owing) on the last day of the relevant statement period.

15.6 Interest Free Period for Purchases

Your card comes with an interest-free period on purchases so long as you meet certain conditions. We won't charge you any interest on purchases shown on your statement if:

- You pay in full the closing balance shown on that statement by the due date, and
- You paid the closing balance on your previous statement in full by its due date.

You will still be charged interest on your cash advances.

16. Payments

16.1 Minimum payment required

Where your Closing Balance on your Credit Card Statement shows an amount owing, you must pay the minimum amount owing by the due date as specified on the Credit Card Statement.

Your Credit Card Schedule shows you how the minimum amount is calculated.

If you do not pay the minimum amount owing as shown on your Credit Card Statement by the due date, we may charge you a late payment fee (refer to the Credit Card Schedule for the amount of this fee and when it will be debited from your Card Account balance (which will increase the balance owing)).

You may pay more than the minimum amount owing and may pay all of the Closing Balance. However, if you do this, it does not affect your obligation to pay in full the minimum amount owing that may be due in any subsequent month.

16.2 How and where you can make payments

You may make payments to us by:

a transfer from your savings/transaction account with BankVic;

- a transfer from another financial institution;
- direct debit from approved accounts. (Payments cannot be made from other credit card accounts or charge cards). If you wish to use this method of payment, you will be required to complete a Direct Debit Request. This form can be obtained by calling us on 13 63 73;
- at a branch;
- by posting a cheque, together with the applicable portion of the Credit Card Statement to us. Please allow 10 business days for processing; and
- by any other means as advised by us from time to time.

Payments made to your Card Account may not be credited to your Card Account on the day of lodgement of the payment. The processing of payments can take 1-2 business days. You should allow sufficient time for the payment to be received and processed by us before the due date.

If an interest free period applies in respect of a Purchase, the minimum amount owing set out in a Credit Card Statement is calculated by including the amount of all unpaid Purchases regardless of the interest free period.

If you make a payment by electronic funds transfer and we identify a discrepancy between the amount recorded by the electronic equipment as having been deposited and the amount received by us, we will notify you of the difference as soon as possible and advise you of the actual amount credited to your Card Account (which will reduce the balance owing).

Proceeds of cheques will not be available for you to draw against until cleared.

For the purposes of calculating interest, any deposits or payments made by you will not be treated as having been

made until the date of which the deposit or payment is actually credited to your Card Account in the ordinary course of business.

16.3 How we apply your payments

Unless we agree otherwise with you, we will apply any payment you make to pay off:

- Firstly, the amounts that appeared on your most recent statement issued prior to the payment; and
- Secondly, any amounts debited to your Account on or before the date of that payment that have not appeared on a statement.

In each case, we first apply payments to transactions to which the highest interest rate applies. We then apply payments to transactions to which the next highest interest rate applies, and so on until all relevant amounts have been paid.

Any Balance Transfer is treated the same as a retail purchase transaction.

16.4 Refunds

Any refund that is processed on the same date that the relevant Transaction occurred will not affect the calculation of interest charges. However, if the refund is processed on a date other than the transaction date, the refund will be applied in the same order as set out in section 16.3. Any refund that is processed by us will not be deemed to be a payment by you and in these circumstances you will still be required to pay the minimum amount owing by the due date as specified on the Credit Card Statement.

16.5 Hardship

If you are experiencing financial difficulties please contact us as your financial institution to discuss options and solutions which may be available to you. You can ask us to postpone your repayments or reduce the amount of your repayments by making a request and providing notice of your hardship. After you give a hardship notice, we must respond to your request in writing within 21 days. If we refuse your hardship notice, we must give you reasons. If you think these reasons are unfair, you may contact our external dispute resolution provider the Australian Financial Complaints Authority (see section 14 for details).

17. Regular Payment Arrangements

You are encouraged to maintain a record of all regular payments you arrange with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular payments can be either a recurring payment or an instalment payment. A regular payment arrangement represents an agreement between you and a merchant in which you preauthorise the relevant merchant to bill your Card Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium

to charge your monthly gym membership fee to your Card Account each month or you may have purchased a new television from your local appliance store and are being billed by the merchant in subsequent multiple periods. A template for recording your regular payment arrangements is available from the Australian Payments Clearing Association website (www.apca.com.au).

To either change or cancel any regular payment arrangement, you should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until you notify the merchant, we are required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with your request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

Should your Visa credit card number be changed (i.e. as a result of a lost or stolen card), you must request the merchant(s) to change the details to your existing regular payment arrangement(s). If you do not undertake to notify the merchant of a change in your Visa credit card details, your existing regular payment arrangement may either not be honoured by us or the merchant may stop providing the goods and/or services to you.

Should you elect to close your Card Account or your Card Account is closed by us for any reason, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services.

18. Application Of Codes

We warrant that we will comply with the requirements of the ePayments Code (“**the Code**”) as established or replaced from time to time by the Australian Securities and Investments Commission.

If you would like to obtain a copy of a relevant Code, you should contact us on 13 63 73 or visit the ASIC website asic.gov.au.

19. Changes to conditions of use

19.1 We may make changes

1. We may change your Credit Contract at any time by providing you with notice in accordance with this section 19.
2. If you wish to close your Card Account as a result of any change or variation we make to this Credit Contract, you must contact us to close your Card Account. In these circumstances, you will not be charged any fees or charges associated with us closing your Card Account, providing you are not in default of the Credit Card Contract and you pay all monies owing in accordance with section 25.

19.2 Changes to Annual Percentage Rate

We will notify you in writing of any increase to the Annual Percentage Rate no later than the day on which the change

takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory. In this case, we will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.

Except where the change reduces your obligations under the Credit Contract, we will notify you no later than 20 days before a change in the manner in which we calculate interest or apply interest (including a change in, or removal of any interest free period) takes effect.

We will provide you with written notice when we send your next Credit Card Statement in circumstances where we reduce the Annual Percentage Rate that applies to the Card Account. This notice may occur before or after the change takes effect.

19.3 Changes to Credit Fees and Charges

We may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge, by giving you written notice no later than 20 days before the change takes effect. This notice may be given by publishing a notice in a newspaper circulating in your State or Territory. In this case, we will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.

Where the change reduces or removes a credit card fee or charge or extends the time for payment of a credit card fee or charge, we will provide you with notice when we send your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

19.4 Changes to repayment

We will notify you of any change in the amount, frequency, or time for payment, or a change in the method of calculating the minimum amount by giving you written notice no later than 20 days before the change takes effect.

Where the change reduces the amount of repayment or extends the time for repayment, we will provide you with notice when we send your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

19.5 Cancellation and change to your Credit Limit

We may reduce your Credit Limit. We will notify you in writing prior to making this change unless circumstances exist where we reasonably believe that your use of the Visa credit card or Card Account may cause loss to you or us as the Financial institution.

19.6 Other changes

We may notify you of any other changes by giving you written notice no later than 20 days before the change takes effect. These changes may include imposing, removing or adjusting transaction limits.

Where the change reduces your obligations or extends the time for payment, we will advise you of the change before the change takes effect or when we send your next Credit Card Statement to you, which may be after the change takes effect.

20. Using Your Visa Card

Your Visa credit card is generally accepted anywhere the Visa logo is displayed in Australia or overseas.

Your Visa card may be used for these types of EFT Transactions:

- cash withdrawals at most ATMs throughout Australia;
- cash withdrawals at ATMs internationally displaying the “Visa” logo;
- paying merchants and withdrawing cash from merchants who offer EFTPOS facilities in Australia; and
- online transactions performed using a card number and expiry date.

You may set up a regular payment arrangement authorising an organisation or business to regularly debit your card account using your card details.

This is an agreement between you (the cardholder) and the organisation. When you receive a new card, you should advise those organisations of your new card expiry date and if the card was lost or stolen, the new card number. Until you notify the organisation of the new details, they will continue to use the former details and future transactions may be declined.

You may only use your Visa card to perform transactions on your Linked Account.

Your Visa credit card is payWave enabled and it is possible for your Visa credit card to be used to pay for Transactions that are under \$100 by using Visa payWave at participating merchants. Before authorising a Visa payWave Transaction, by waving your Visa credit card over the merchant’s enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your Transaction exceeds \$100, you will be required to enter your PIN.

We do not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Visa card. You should always check with the relevant merchant that it will accept your Visa credit card before purchasing any goods or services.

Your Visa credit card will be registered with Visa Secure. Visa Secure is a program designed to authenticate online transactions. This means that when you use your Visa credit card online to make a purchase at a Visa Secure Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk. In certain circumstances, if your transaction is deemed to be high risk, the transaction will be declined. If you are unable to validate your identity, your Visa credit card may be suspended. For assistance in these circumstances or to learn how to reactivate your suspended your Visa credit card, please contact us during business hours (refer to our website bankvic.com.au for current business hours).

We do not warrant that ATMs will always have money available or that all financial institutions will provide ATM services to you. You may be able to obtain cash by presenting your Visa credit card to a merchant or branch counter at a financial institution. In these circumstances, you may be required to provide suitable identification which identifies you as the holder of the Visa credit card. If not using a BankVic branch you should ask for “a cash advance on your Visa Card”.

You must not use your Visa credit card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa credit card is used or where the goods or services are provided. Should your Visa credit card be used for unlawful purposes, we may restrict you from accessing any available funds from your Card Account.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where we have reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, we are obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre.

To facilitate the processing of transaction information, your Visa credit card details and transaction details may be processed by Visa in countries other than Australia. By using your Visa credit card, you agree that information regarding any Transactions may be processed outside of Australia.

We are not responsible in the event that you have a dispute regarding the goods or services purchased with your Visa credit card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 14 for a list of the circumstances when we can investigate disputed transactions) and attempt to obtain a refund for you.

You should never sign a blank credit card transaction voucher. Doing this is like giving a merchant a signed blank cheque.

Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.

By using your Visa credit card, you agree that information regarding any transactions may be processed outside of Australia.

In the first instance, we will debit your Card Account with the value of all transactions carried out:

- by using your Visa credit card at an Electronic Banking Terminal;
- by using your Visa credit card number (for example, using your Visa card number to conduct a telephone or internet transaction); or
- when your Visa credit card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

All Visa credit cards that are issued pursuant to this Credit Contract remain our property. You must return all Visa credit cards to us if we request you to do so.

YOU MUST NOT USE YOUR VISA CREDIT CARD AFTER THE EXPIRY DATE.

21. Using Your Visa Card Outside Australia

All transactions conducted overseas will be converted into Australia dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US Dollars and then converted to Australian Dollars by Visa.

The conversion rate is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your Visa credit card in a currency other than Australian dollars, or you make a transaction on your Visa credit card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia. Refer to your Credit Card Schedule for details

22. Transactions Debited to your Card Account

We will deduct from your Card Account balance (which will increase the balance owing) the value of all Transactions carried out by the use of your Visa credit card. We will (in the first instance) consider a Transaction as having been authorised by you when:

- you conduct a Transaction;
- your Visa credit card or Visa credit card number is used to conduct a Transaction; or

your Visa credit card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

Fraudulent transactions can occur on your Visa credit card. Where you advise us that a Transaction that has been debited from your Card Account balance (which will increase the balance owing) is fraudulent, unauthorised or disputed, we will investigate and review that Transaction in accordance with section 14 of these Terms and Conditions of Use.

All Purchases, Cash Advances, Balance Transfers, interest charges and fees and charges will be debited from your Card Account balance in accordance with this Credit Contract (which will increase the balance owing). All amounts debited from your Card Account balance will form part of your Unpaid Daily Balance.

23. Renewal of your Visa Credit Card

We will forward to you and any Additional Cardholder a replacement Visa credit card before the Expiry Date of your current Visa credit card or additional Visa credit card (providing you are not otherwise in default under the Credit Contract – refer to section 25). In these circumstances you will not be

charged any card replacement fee.

If you do not require a replacement Visa credit card, either for yourself or an Additional Cardholder, you must notify us before the Expiry Date of your current Visa credit card or additional Visa credit card. You must give us a reasonable time to arrange cancellation of the issue of a replacement Visa credit card.

We may issue a new Visa credit card to you or any Additional Cardholder at any time. All such cards are subject to these Terms and Conditions of Use. Typically we will do this in circumstances where it considers that the security of your Visa credit card or PIN may have been compromised or where we are required to issue new cards to all our cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged any card replacement fee.

24. Cancelling your Card or Card Account

24.1 Discretion to cancel your card

We may close your Card Account and/or cancel your Visa credit cards at any time:

1. for security reasons where the Visa credit card has been or is reasonably suspected by us to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or other third party as a result of your conduct;
2. if you are in default pursuant to section 25.1 and you fail to remedy that default within 30 days after receiving notice from us in accordance with section 25; or
3. if you are in default pursuant to section 25.3.

If these circumstances arise, we will notify you that your Card Account has been closed or that your Visa credit card has been cancelled.

24.2 To cancel your card

You may cancel your Card Account at any time by giving us notice in writing, telephoning us on 13 63 73 or using the CANCEL button online on our credit card website. In these circumstances, we request you either return all Visa credit cards to us (cut in half for your protection, including cutting the chip on the Visa credit card in half if your Visa credit card has a chip) or confirm by telephone that all Visa credit cards have been destroyed and that you have disposed of the pieces securely. Please refer to section 6 for details on how to cancel an additional Visa credit card.

24.3 Card Restrictions

We may restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholders from using your Visa credit card in circumstances where you are in default in accordance with section 25.1 and we have notified you of the default and advised you that it will restrict your Card Account if you do not rectify the relevant default in accordance with the timeframes set out in the notice we provided to you. We will provide you with at least 7 days notice of our intention to suspend your Card Account.

24.4 Repayment Terms

Subject to the ability of us to demand immediate repayment in accordance with sections 25.2 or 25.3, this Credit Contract remains in force when a Visa credit card is cancelled or the Card Account is closed in accordance with this section 24 until the Closing Balance on your Card Account has been repaid in full and any amounts subsequently debited from your Card Account balance (which will increase the balance owing) in accordance with this Credit Contract are paid.

24.5 Repayment Terms when in default

Subject to sections 25.2 or 25.3, where we have restricted your Card Account or you have cancelled yours and your Additional Cardholder's Visa credit cards, having the affect of removing all future access to any available funds, you must continue to pay at least the minimum amount owing as shown on your Credit Card Statement each month until the Closing Balance of the Card Account is paid in full. In these circumstances, fees, charges and interest will continue to be debited from your Card Account balance (which will increase the balance owing) in accordance with the terms and conditions set out in this Credit Contract (comprising these Terms and Conditions of Use and the Credit Card Schedule).

24.6 Use and Liability after Expiry Date

You must not use your Visa credit card after it has expired, been cancelled or restricted, or your Card Account has been restricted or closed. In some circumstances your Visa credit card may allow your use for store purchases which are below the Floor Limit and where no electronic approval is required or if a Transaction is processed manually. If you use your Visa credit card after it has expired, been cancelled or restricted or your Card Account has been closed in these circumstances then you will be liable to us for the value of any Transaction as well as any reasonable costs incurred by us in collecting the amounts owing which include interest calculations at the rate that applied prior to your Card Account being closed. Any such amounts are immediately due and owing upon demand by us.

24.7 Regular Payments and Card Closure

Should you elect to close your Card Account or your Card Account is closed by us, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services (refer to section 17 for further details).

25. Default

25.1 Default Terms

You are in default under this Credit Contract if:

- you breach the terms and conditions set out in these Terms and Conditions of Use and that breach is of a serious nature. This includes failure by you to pay the whole of any amounts due on or before the due date;
- we reasonably believe that you gave us false, misleading or

- deceptive information; or
- you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.

25.2 Repayment Under Default

Where you are in default in accordance with section 25.1, before we require immediate repayment in full of all amounts owing by you to us in accordance with this Credit Contract and prior to our commencing any enforcement action, we will provide you with 30 days written notice to allow you an opportunity to remedy the default. If you do not remedy the default in accordance with the timeframes specified in the written notice we provide you, then we may require immediate payment of all amounts owing by you under this Credit Contract and may commence enforcement action.

25.3 Enforcement Proceedings

We are not required to give you notice before commencing enforcement proceedings in circumstances where:

- we believe on reasonable grounds that you were induced by fraud on your part to enter into this Credit Contract;
- we have made reasonable attempts to locate or contact you but have not been successful; or
- the Court authorises us to begin enforcement proceedings.

25.4 Contact Details

It is important that you update your contact details with us when they change to ensure that they stay current and up to date.

25.5 Enforcement Costs

You may have to pay reasonable enforcement expenses and costs under these Terms and Conditions of Use, including any amount reasonably incurred by us in collection of that debt, in the event of a breach of the Credit Contract. All enforcement expenses and costs must be reasonably incurred by us. These enforcement expenses will become payable by you after we have given you 21 days notice of these expenses. After 21 days after you have received notice, we may debit your Card Account balance (which will increase the balance owing) for such amounts without being required to give further notice to you. If you consider that we have incorrectly calculated these expenses or we have incorrectly charged you for these expenses, you may dispute this by contacting us in accordance with section 14.

26. Unauthorised Use of Cards

26.1 Unauthorised Card Use Protections

You must notify us immediately if a card is lost or stolen, if the PIN has been disclosed to someone else, or if there is any other misuse of a Card. You are not liable for any loss arising from unauthorised use of your Visa credit card:

- where the losses are caused by the fraudulent or negligent conduct of:

- our organisation;
 - employees or agents of our organisation;
 - companies involved in networking arrangements; or
 - merchants or agents or employees of merchants;
- before you have actually received your Visa credit card and PIN (including a reissued Visa credit card and/or PIN)
 - subject to section 24.6, where the losses relate to any component of your Visa credit card or PIN being forged, faulty, expired or cancelled;
 - where the losses are caused by the same transaction being incorrectly debited more than once to your Card Account;
 - after you have reported it lost or stolen or reported the breach of security of your PIN;
 - if you did not contribute to any unauthorised use of your Visa credit card; or
 - if the unauthorised transaction was made using your Visa credit card information without use of your actual Visa credit card or PIN.

26.2 Receiving your card

For the purpose of section 26.1(b), there is a presumption that you did not receive your Visa credit card unless we can prove that you received your Visa credit card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of your activating your Visa credit card.

26.3 Contribution to loss

For the purpose of section (f), we will undertake an assessment to consider whether you have contributed to the loss caused by the unauthorised use of your Visa credit card. This assessment will include a review of whether you:

- voluntarily disclosed your PIN to anyone, including a family member or friend;
- voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- wrote or indicated your PIN on your Visa credit card;
- wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Visa credit card or likely to be lost or stolen at the same time as your Visa credit card;
- allowed anyone else to use your Visa credit card;
- unreasonably delayed notification of:
 - your Visa credit card or PIN record being lost or stolen;
 - unauthorised use of your Visa credit card; or
 - the fact that someone else knows your PIN; or
- in relation to a transaction carried out at an ATM, whether the ATM incorporated reasonable safety standards that mitigated the risk of your Visa credit card being left in the ATM.

26.4 Liability for Unreasonable Notification

Where a transaction can be made using your Visa credit card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa credit card.

26.5 Apportioning Contributory Losses

If we can prove on the balance of probability that you have contributed to the unauthorised use of your Visa credit card under section 26.3, your liability will be the lesser of:

- a. the actual loss when less than your Card Account balance (including the unused portion of your Credit Limit);
- b. your Card Account balance (including the unused portion of your Credit Limit);
- c. in relation to Transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Visa credit card or breach of PIN security, up to and including the day you make your report; or
- d. the amount for which you would be held liable if Card scheme rules, such as Visa's scheme rules, applied (if you wish to find out what card scheme rules apply to transactions made using your Visa credit card, please contact us on 13 63 73).

26.6 Liability from Electronic Banking Terminals

In assessing liability under section 26.5(c):

- a. where your Visa credit card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
- b. the current daily withdrawal limit is the limit applicable at the time of the Transaction, by reference to the status and/or type of Electronic Banking Terminal at which the Transaction occurred.

26.7 Contributory Loss and Pins

Where a code (eg. a PIN) was required to perform the unauthorised Transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Visa credit card, your liability will be the lesser of:

- a. \$150, or a lower figure determined by us;
- b. your Card Account balance (including the unused portion of your Credit Limit);
- c. the actual loss at the time we are notified of the loss or theft of your Visa credit card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

26.8 Liability Assessment

In assessing your liability under this section 26:

- a. we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- b. the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss;
- c. the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa credit card number and Expiry Date) is not relevant to your liability; and
- d. the portion of losses incurred that you and the financial institution had not agreed could be accessed using the Visa credit card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.

26.9 Liability and The Code

Your liability for losses occurring as a result of unauthorised use will be determined under the Code. You can find a copy of the Code on ASIC's website (asic.gov.au). The guidelines set out at the beginning of these Terms and Conditions of Use to safeguard your Card Account, are the minimum security measures you should take. If you disagree with our resolution process, you should contact us on 13 63 73 and request that we review our decision in accordance with section 14.

27. Visa Zero Liability

27.1 Visa Scheme Rules

In addition to the limits placed on your liability pursuant to the Code and described in section 26 above, Visa's scheme rules provide that we shall limit your liability to nil in the following circumstances:

- a. the unauthorised Transactions were not effected at an ATM, including Transactions effected prior to notification of:
 - i. the unauthorised Transactions; or
 - ii. the lost or stolen Visa credit card,by you to us;
- b. you have not contributed to any loss caused by unauthorised use of your Visa credit card as described in section 26.3 above; and
- c. you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

27.2 Repayment of Losses

Where this Visa Zero Liability section applies, we will endeavour to refund the amount of the unauthorised Transactions within five(5) business days of being notified by you of the unauthorised transaction, subject to:

- a. you having provided all reasonably requested information to us;
- b. you are not otherwise in default or have breached these Terms and Conditions of Use;

- c. your Card Account is not in arrears, other than as a result of the unauthorised Transactions; or
- d. we have not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
 - i. the conduct of the Card Account;
 - ii. the nature and circumstances surrounding the unauthorised Transactions; and
 - iii. any delay in notifying us of the unauthorised Transactions.

27.3 Investigation Outcome

Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us where we consider that this section shall not apply as a result of that investigation. In making any determination in respect of this section, we will comply with the requirements of section 14 of these Terms and Conditions of Use.

28. Malfunction

Other than to correct the error in your Card Account and the refund of any charges or fees imposed on you as a result, we will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa credit card and sign a voucher. The voucher authorises us to debit your Card Account with the amount of the transaction (which will increase the balance owing to us).

29. Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)

You agree that:

- where required, you will provide to us all information reasonably requested in order for us to comply with our obligations under AML/CTF Legislation or the Visa Scheme Rules;
- we may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- we may block, delay, freeze or refuse any transactions where we in our sole opinion consider reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML/CTF Legislation, the Visa Scheme Rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by us in accordance with this section, you agree that we are not liable for any loss suffered arising directly or indirectly as a result of us taking this action; and

- we will monitor all transactions that arise pursuant to your use of the Visa credit card in accordance with our obligations under AML/CTF Legislation and the Visa Scheme Rules.

Credit Guide

Police Financial Services Limited ABN 33 087 651 661 Australian Credit Licence 240293 has an Australian Credit Licence authorising us to provide credit products such as home loans, car and personal loans, overdrafts and credit cards.

This Credit Guide provides you with an understanding of what to expect from us when we provide credit to you and includes information about some of our obligations under the National Consumer Credit Protection Act 2009 (“the National Credit Act”) and the Act’s National Credit Code.

You may also receive other documents when we provide services or credit to you.

Borrowing money from us

Under the National Credit Act we are prohibited from providing you with credit under a credit contract if the contract will be not suitable for you.

Similarly, we are prohibited from increasing the limit of an existing credit contract, if the new limit will be unsuitable for you.

A credit contract, or a credit increase, is unsuitable for you if:

- you will be unable to comply with your financial obligations under the contract, or could only comply with substantial hardship at that time; or,
- the contract or increase does not meet your requirements and objectives at that time.

Our obligations to make a credit assessment

Before providing you with credit, we must make a preliminary assessment as to whether the contract or increase in limit will be unsuitable for you. In order to make this assessment we must:

- make reasonable inquiries about your requirements and objectives in relation to the credit contract, and
- make reasonable inquiries about your financial situation, and
- take reasonable steps to verify your financial situation.

Obtaining this information helps us attain a reasonable understanding of your need for credit as well as your ability to meet the repayments, fees, charges and transaction costs associated with the proposed credit contract.

The extent of the enquiries we undertake will depend on the circumstances.

Your right to receive a copy of the credit assessment

You have the right to request a copy of our assessment of your suitability.

You may request a copy of the credit assessment up to seven (7) years after the day on which the credit contract is entered into or the credit limit increased.

Please note that you are only entitled to receive a copy of your assessment if your loan is approved or credit limit increased.

You also have other rights to access personal information we collect about you under the provisions of the Privacy Act 1988. Please refer to our Privacy Policy and Privacy Notice, which are available on our website.

Dispute Resolution Procedures

We have a Complaint and Dispute Resolution Guide available on our website and upon request. This guide informs members how to make a complaint and how their complaint will be dealt with through our internal dispute resolution process. If you have a complaint, please contact us on 13 63 73 and speak to a representative. If you are not satisfied with the resolution of your complaint by our internal dispute resolution process or by our handling of the complaint, you are entitled to refer your complaint to our External Dispute Resolution scheme, free of charge.

BankVic is a member of the Australian Financial Complaints Authority (AFCA), who may be contacted at:

Web: www.afca.org.au

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Post: GPO Box 3, Melbourne, Victoria, 3001.

AFCA are unable to deal with your dispute unless you have attempted to resolve the issue with us first.

For more information on borrowing from us

For general information about borrowing (including loan calculators to help you understand the effect of interest rates and fees and different loans options) go to our website at: bankvic.com.au

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 pre-contractual statement containing certain information about your contract. The pre-contractual 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, contact 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 or verbal request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your 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 to 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 payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you given 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 The Australian Financial Complaints Authority (AFCA) can be contacted at telephone 1800 931 678, email on info@afca.org.au, or in writing to 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 your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways, for example:

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution 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 your credit provider. You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the The Australian Financial Complaints Authority (AFCA) can be contacted at telephone 1800 931 678, email on info@afca.org.au, or in writing to GPO Box 3 Melbourne Vic 3001

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

Privacy Notice

Our commitment

In handling your personal and financial information, Police Financial Services Limited ABN 33 087 651 661 (BankVic) is committed to complying with the Privacy Act 1988, the Australian Privacy Principles and any industry Code of Practice to which we have agreed to be bound.

BankVic recognises the importance of your privacy and is committed to protecting all personal and financial information about you that we hold. We are intent on safeguarding your privacy.

What information can be disclosed?

The Privacy Act 1988 allows BankVic and other applicable persons to disclose personal information about you when related to the primary purpose for which it was collected.

In connection with providing credit to you, personal information may include credit information such as:

- details to identify you and verify your identity, such as your name, sex, date of birth, current and 2 previous addresses, your current and last known employer, and your driver's licence number
- the fact that you have applied for credit and the amount, or that we are a current credit provider to you, or that you have agreed to be a guarantor
- advice that payments previously notified as unpaid are no longer overdue
- information about your current or terminated consumer credit accounts, your repayment history and payments overdue for at least 60 days for which collection action has started
- in specified circumstances, that in our opinion you have committed a serious credit infringement
- the fact that credit provided to you by us has been paid or otherwise discharged, and
- other information about credit standing, worthiness, history or capacity that credit providers can disclose under the Privacy Act, including a credit report.

Personal information may include sensitive information (eg, membership of a professional or trade association, health information or religious affiliations) which may also be disclosed where relevant to the purposes for collecting it.

Collecting, using and disclosing personal information

Why do we obtain information?

BankVic collects personal information directly from you before, during or after the provision of products and services to you, when you apply for membership and when you inform us of any change to the information we hold about you. We also collect

your personal information from others when you transact on your account/s, visit our website, as required by relevant laws or with your specific consent and in managing our business.

When providing credit to you, this may include assessing your application for consumer or commercial credit or to be a guarantor for the applicant, assessing your credit worthiness, managing your loan or the arrangements under which your loan is funded or collecting overdue payments.

If you do not provide the requested personal information, BankVic may not be able to consider your application for credit or provide other services.

We use this information when:

- considering your eligibility for membership
- considering your requests for products, services and other benefits
- providing you with products, services and other benefits or special offers
- executing your instructions
- managing your membership and accounts, including handling your concerns or complaints or any legal action, collecting overdue payments, to identify, prevent or investigate any fraud, unlawful activity or misconduct or suspected fraud, unlawful activity or misconduct
- maintaining and developing our business systems and infrastructure; and
- as required by relevant laws, regulations or codes of practice. The respective law will always be explained in seeking your consent to collect, use and disclose your personal information.

Most commonly, the collection, use and disclosure of personal information will be subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 where the provision of a designated product or service is governed by that Act; the provision, use and disclosure of your tax file number under the Tax Administration Act 1953; under the National Consumer Credit Protection Act 2010 to ensure we have sufficient information to make an informed decision about your credit application; and under the US Foreign Account Tax Compliance Act and the Organisation for Economic Co-operation and Development's (OECD) Common Reporting Standard (CRS), we may seek information about your residency.

Who can we provide your information to?

For the purpose of providing products and services to you and managing our business, we may give information to:

- external service providers to us, such as organisations which we use to verify your identity, payment systems operators, printing and mailing houses, administrative and operational services and research consultants
- insurers and re-insurers, where insurance is provided in connection with our services to you
- superannuation funds, where superannuation services are provided to you
- debt collecting agencies, if you have not repaid a loan as required

- our professional advisors, such as accountants, lawyers and auditors
- information technology service providers including those who assist or support us with data storage, processing and software development
- state or territory authorities that give assistance to facilitate the provision of home loans to individuals
- other financial institutions, including other credit providers and their professional advisors
- organisations with whom we have an alliance or agreement for the purpose of promoting our respective products or services and agents used by us and our business partners in administering such an alliance or agreement
- your representative, for example, lawyer, mortgage broker, insurer, other financial institution, financial advisor or agent, your executor, your administrator, trustee, guardian or power of attorney, your employer, referees and other person as authorised by you or to the extent deemed necessary by BankVic in order to deliver any instruction you give us
- law enforcement bodies and courts, or
- government and regulatory authorities, such as Australian Prudential Regulation Authority, Australian Transaction Reports and Analysis Centre and Australian Securities and Investments Commission, if required or authorised by or under Australian law.

In addition, in connection with providing credit to you, we may:

- obtain a commercial and consumer credit report containing information about you from a credit reporting body
- obtain personal information about you from your employer and any referees that you may provide
- exchange credit information about you with other credit providers, and
- any other provider of credit to you named in your credit application or a credit report from a credit reporting body.

Credit Providers can mean:

us

- any introducer, dealer or broker referred to in a loan application
- any agent or contractor of ours assisting in processing a loan application, and
- other entities involved or may be involved in a securitisation arrangement which we use to fund your loan in the securitisation of your loan, including without limitation other credit providers and any loan originator

Electronic verification

Under the Anti-Money Laundering and Counter-Terrorism Financing Act, we can disclose your name, residential address and date of birth to an electronic verification service (Edentiti) or credit reporting body (CRB) such as Equifax Pty Ltd (Equifax). The purpose of this disclosure is to ask Edentiti or Equifax to assess whether the personal information disclosed matches (in whole or part) personal information about you held in their records (if any). This electronic verification process helps us to verify your identity.

If you do not consent to us verifying your identity by electronic verification, we will provide you with an alternate verification process to identify you. This is explained in our membership application, on our website or you can contact us on 13 63 73 for further information.

Overseas disclosures

We will not disclose your personal information overseas. However, our third party service providers may do so. If we do disclose your personal information outside Australia, we will do so on the basis that the information will be used only for the purposes set out in this document.

Important information about credit reporting bodies

If you apply for or hold any kind of credit with us, we may disclose information about you to a credit reporting body.

That includes disclosing that you are in default under a credit agreement or have committed a serious credit infringement, if that is the case.

Specifically, we may disclose information to or collect information from Equifax, whose privacy policy and contact details are at

www.equifax.com.au.

Credit reporting bodies collect credit information about individuals which they provide as credit reports to credit providers and others in the credit industry to assist them in managing credit risk, collecting debts and other activities.

“Credit pre-screening” is a service for credit providers wishing to send direct marketing material about credit services. A credit reporting body uses information it holds to screen out individuals who do not meet criteria set by the credit provider. Credit reporting bodies must maintain a confidential list of individuals who have opted out of their information being used in prescreening. To opt out of credit pre-screening, contact the credit reporting body, using the contact details on their website, referred to previously.

You can also ask a credit reporting body not to use or disclose your personal information for a period if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

Disclosure to insurers and guarantors

Lenders’ mortgage and trade insurers

In connection with providing credit to you, a lenders’ mortgage insurer or a registered trade insurer may obtain credit information about you from a credit provider such as BankVic or from a credit reporting body such as Equifax to assess whether to provide lenders’ mortgage insurance to us in relation to an application for consumer credit, or whether to provide trade insurance to us in relation to an application for commercial credit.

Guarantors

In connection with providing credit to you, BankVic may give a guarantor, or a person who is considering becoming a guarantor, credit information about you for the purpose of enabling the guarantor to decide whether to act as guarantor or to keep informed about the guarantee.

Personal information about third parties

You represent that, if at any time you supply us with personal information about another person (for example a referee), you are authorised to do so; and you agree to inform that person who we are, how to contact us, and how to obtain our Privacy Policy, and that we will use and disclose their personal information for the purposes set out in this Notice and that they can gain access to that information by contacting us.

Security, privacy policy, and marketing preferences

Security

We take all reasonable steps to ensure that all your personal information held by us (on our website or otherwise), is protected from misuse, interference and loss, and from unauthorised access, disclosure or modification.

Privacy Policy

Our Privacy Policy is available to you on request by calling 13 63 73 or by visiting a branch, and on our website bankvic.com.au. It provides additional information about how we handle your personal information. It sets out how you can ask for access to personal information we hold about you and seek correction of that information. It also explains how you can complain about a breach of the Privacy Act or the Credit Reporting Privacy Code, and how we will deal with your complaint. We will give you a copy of our Privacy Policy on request.

Contact Us: Privacy Officer

Our Privacy Officer's contact details are:

A / GPO Box 2074, MELBOURNE VIC 3001

T / 13 63 73

E / privacy@bankvic.com.au

Marketing preferences

We may use information about you to inform you about products and services (unless you ask us not to). We may do so even if you are on the Do Not Call Register. To opt out of receiving direct marketing contact BankVic on 13 63 73, email us at privacy@bankvic.com.au or contact our Privacy Officer whose details appear below. Our electronic marketing messages will include an 'unsubscribe' option allowing you to opt out of receiving further direct marketing.