



Credit Card Contract

T&C's

As at September 2022

This document includes the Credit Card Contract Terms & Conditions for the following:

- > Lifestyle Credit Card;
- > Lifestyle Plus Credit Card; and
- > Visa Platinum Credit Card.

You must read these Credit Card Contract Terms & Conditions with the Credit Card Contract Schedule provided separately to you, and the Terms and Conditions for Savings Accounts and Payment Services found on our website.

WARNING: This document must be read with your Credit Card Contract Schedule, which sets out your credit limit, annual percentage rate(s), repayments and other important information, and form your Credit Card Contract with Qudos Bank.

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Terms and Conditions

1. Introduction

This document makes up the terms of your credit card contract. Your use, any additional cardholder's use, and any transactions performed under your credit card account are governed by this document. You should provide a copy of this document to any additional cardholder.

2. Joint borrowers

(a) If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means that we may take legal action against any one of you for all the outstanding amounts.

Each borrower can bind each other borrower. Each borrower will be liable even though they did not know about or did not agree to the transaction.

NOTE: This means that each one of you can be required to pay the whole amount even if you have some other arrangement among yourselves and even if not all of you benefit equally.

(b) Despite this clause, we may require all borrowers to authorise any activity with respect to your loan.

3. Additional cardholder

(a) We may issue one or more additional cards to any person you nominate provided they are at least 16 years of age. We are not obliged to issue any additional card and may impose other conditions in respect of the issuing or use of that card.

(b) Any additional cardholder can:

(i) use your credit card account in the same way that you can (except for changing the *credit limit* or nominating another additional cardholder); and

(ii) obtain information about your credit card account.

NOTE: You are responsible to us for the operation by any additional cardholder of your credit card account and any other account linked to your credit card account. You should ensure that each additional cardholder receives a copy of this credit card contract and reads and understands it.

(c) Any additional cardholder is bound by the conditions of use in this credit card contract in the same way you are.

(d) The additional cardholder must sign their card upon receipt.

(e) Your credit card account will be debited with all transactions made by any additional cardholder.

(f) You are liable for any use of the additional cardholder's card and any breach of this credit card contract by the additional cardholder.

(g) You may cancel an additional cardholder's card and authority to use your credit card account at any time by contacting us.

4. Membership

You must be a member of our bank to take up our lending products and services. If you are not already a member of our bank, by accepting this offer, you apply to become a member.

5. Code(s) of Practice

We undertake that we will comply with the requirements of the Customer Owned Banking Code of Practice and ePayments Code where those requirements apply to your dealings with us. Those code(s) change(s) from time to time. You can find out more about the code(s) we have subscribed to by contacting us.

6. Your card

- (a) We will issue you a card to use with your credit card account.
- (b) Your card must be signed immediately once you receive it. You must also activate your card before using it. You can activate your card through online banking or by contacting us.
- (c) Each card remains our property. You must return your card and any additional cardholder's card to us if we ask for it. You must destroy your card and any additional cardholder's card if it is no longer valid as soon as you become aware that it is no longer valid.
- (d) Your card is only valid during the period stated on the card. You must not attempt to use your card before or after this date, and you must destroy an expired card and not attempt to use your card after this date.
- (e) We may automatically issue a replacement card to you before the expiry date without notifying you before we do so. We may also issue a new card to you at any time, such as in circumstances where we consider that the security of the card or PIN may have been compromised.
- (f) You must use your card only for personal, domestic or household purposes.
- (g) You must only use your card to perform transactions on your credit card account and those accounts that we have approved being linked to your card.

7. Replacement cards

You or an additional cardholder may order a replacement card at any time by contacting us. A fee may apply for issuing the replacement card.

8. Lost or stolen cards

You must immediately report any lost or stolen card. Within Australia, call us during business hours on 1300 747 747, or call the 24-hour emergency hotline on 1800 621 199. Outside Australia, contact us on (612) 9582 3200 during business hours, or contact Visa Global Customer Assistance Services on 1 800 450 346 or, in the event of difficulty, 1 303 967 1090. Other country specific numbers can be obtained from us. You should notify us as soon as possible after you have made a report to Visa Global Customer Assistance Services.

9. The *credit limit*

- (a) We agree to make available to you credit up to the *credit limit*.
- (b) We may reduce the *credit limit* from time to time without your consent. We will provide you notice as soon as practicable after we reduce your *credit limit*.
- (c) You are entitled to reduce your *credit limit*, and may request us to reduce your *credit limit* at any time. We will take reasonable steps to give effect to your request as soon as practicable. We may not action a request to reduce your *credit limit* while the outstanding balance exceeds the requested limit.
- (d) We may only increase your *credit limit* if you request us to, and if we agree to.
- (e) Transactions made by you must not exceed your *credit limit*. You must pay to us any amount owing in excess of the *credit limit* immediately.

10. Debiting your credit card account

- (a) We can debit your credit card account with any:
 - (i) purchases;
 - (ii) cash advances;
 - (iii) balance transfers;
 - (iv) direct debits authorised by your card;
 - (v) fees and charges;
 - (vi) government charges;
 - (vii) enforcement expenses incurred by us enforcing this credit card contract; and
 - (viii) any other transactions permitted by us at our discretion.
- (b) Transactions may not be processed to your credit card account on the same day they occur.
- (c) Unless otherwise specified in this credit card contract, you are liable for all amounts we debit to your credit card account.

11. Purchases

- (a) Your credit card account will be debited with purchases made by you or any additional cardholder as they are processed.
- (b) We are not responsible if a merchant refuses to accept your card.
- (c) The merchant may charge a different price for goods or services when you pay with your card rather than with cash.
- (d) We do not accept any responsibility for the goods or services purchased with your card. Any complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

NOTE: We are not responsible or liable for any goods or services you purchase with your card. If you have a complaint about those goods or services, you must contact the merchant directly.

- (e) You should ensure that the correct amount is entered in the EFTPOS terminal, or written in the total box on the sales voucher, before you authorise the transaction. By signing a voucher or entering your PIN, you are indicating your agreement that the transaction amount is correct. As your instructions to us to debit your credit card account and pay another person will be regarded as being final and irrecoverable once processed, you must contact the merchant with any disputes regarding incorrect charges.
- (f) The amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates. You should retain any voucher or withdrawal slips issued for your records.
- (g) You or an additional cardholder must not use your card to pay for any illegal purchase.
- (h) Purchases are subject to your daily transaction limits.
- (i) We have the right to decline to accept your authorisation for any transaction if we have any reason to doubt the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.

12. Cash advance

- (a) A cash advance occurs when you:
 - (i) use an ATM or EFTPOS outlet to access cash from your credit card account using your card;
 - (ii) transfer money from your credit card account to another account, including direct debits/transfers using your BSB and credit card account number and balance transfers;
 - (iii) pay for a Qudos Bank corporate cheque from your credit card account; or
 - (iv) use a Qudos Bank branch to access cash from your credit card account.
- (b) There is no interest free period for cash advances.
- (c) A fee may apply if you obtain a cash advance.
- (d) Individual ATMs or EFTPOS terminals may not have money available and may not accept your card. If an ATM does not return your card, you should contact us.
- (e) Cash advances are subject to your daily transaction limit and the specific conditions of the ATM or EFTPOS supplier. When completing a transaction, you must ensure that the details are correct prior to authorisation and you should retain any receipt or voucher issued for your records.

13. Balance transfers

- (a) You may request us to transfer to your credit card account the outstanding balance of a credit or charge account held by you or any other person with another financial institution, provided that:
 - (i) a balance transfer will only be permitted up to the available *credit limit*;
 - (ii) the balance transfer amount is \$500 or greater; and
 - (iii) the balance transfer is requested when you apply for your credit card account.
- (b) A request for a balance transfer may be refused by us at our discretion. Balance transfers are subject to credit approvals in accordance with the law.
- (c) There is no interest free period for balance transfers.

14. Recurring payments

- (a) You may at any time authorise a third party, such as a merchant, to debit your credit card account pursuant to a direct debit authority or similar periodic authority to pay for goods or services they provide to you. This is known as a 'recurring payment arrangement'. Direct debits using your credit card number are purchases, and direct debits using your BSB and credit card account number are cash advances.
- (b) We will act promptly to cancel a recurring payment arrangement linked to your credit card account if you ask us to do so. You should also notify the merchant or other third party with whom you have the recurring payment arrangement that the arrangement has been cancelled.
- (c) In some circumstances, if your credit card account number changes, your credit card account is closed, or your card is lost, stolen or cancelled, and you fail to provide alternative payment details (for example, your new credit card account number) to the merchant or third party, the payments may be rejected. We may then stop processing the recurring payments, and this may cause the merchant or third party to stop providing the goods or services to you.
- (d) You are responsible for notifying a merchant or third party with whom you have a recurring payment arrangement when your credit card number or account details change. If you close your credit card account, are issued with a new card, or receive a replacement card, you should update your details with the merchant or third party as soon as possible.

15. Deposits

- (a) Any deposit you make at an ATM or EFTPOS terminal which is authorised by us will not be available for you to draw against until your deposit has been verified by us.
- (b) Not all ATMs or EFTPOS terminals accept deposits.
- (c) Proceeds of cheques will not be available for you to draw against until cleared. You cannot withdraw the value of a deposited cheque until three business days after the deposit has been made. We may extend this period in certain circumstances. If you draw against a deposited cheque, you must reimburse us if the cheque is dishonoured.
- (d) Funds will be posted to your credit card account when processed by us.

16. Fees and charges

- (a) We debit all fees and charges to your credit card account as set out in the Financial Table (as varied from time to time).
- (b) Unpaid fees and charges debited to your credit card account will incur interest daily at the same rate that applies to purchases.

17. Transactions outside Australia

- (a) Your card may be able to be used overseas through any ATM or bank branch displaying the logo of your card. In these cases, foreign currency amounts will be converted into Australian dollars as at the date they are processed. The amount debited to your credit card account will include currency conversion charges.
- (b) Use of an overseas ATM or bank is subject to the terms and conditions of that ATM or bank.
- (c) A fee may be charged by the foreign institution when you use your card at an ATM or bank overseas.
- (d) You may not make a deposit into your credit card account at an ATM.
- (e) When you use your card outside Australia, you must ensure that you comply with any exchange control requirements, which are rules regarding the exchange of currencies and the movement of currency between countries. You indemnify us if your use of your card outside Australia breaches any exchange control requirements and that breach causes us loss.
- (f) The conversion rate used is determined by Visa International Services Association. By using your card outside Australia, you agree that information regarding the transaction may be processed outside Australia.

18. Interest

- (a) Interest on all transactions (including purchases, cash advances and balance transfers) is calculated at the same rate. Unpaid fees and charges incur interest at the same rate as purchases.
- (b) Interest charges are calculated by applying the applicable interest rate to the unpaid balance owing to us at the end of each day. The interest rate applied on the day will be the applicable interest rate divided by 365.
- (c) Interest will be debited monthly in arrears on the last day of each month and on the day the amount owing is repaid in full.
- (d) Interest debited to your credit card account will be added to the outstanding balance of your credit card account, and will accrue interest at the same rate according to the applicable interest rate.
- (e) We will not pay you interest on any credit balance on your credit card account.

19. Default interest

- (a) If a default interest rate is specified in this credit card contract, and any amount due by you is not paid on the due date, you must pay default interest on the overdue amount until it is paid. If for any reason the outstanding balance of your credit card account becomes due, interest at the applicable default rate is payable on the entire amount.
- (b) Default interest is calculated, accrues, is debited, and is payable in the same way as ordinary interest.

20. Interest free purchases

- (a) The Financial Tables states whether your credit card account has an interest free period. An interest free period means that you do not pay any interest on purchases where you have paid the full closing balance of the previous month's credit card statement by the applicable due date.
- (b) You will continue to pay no interest on purchases if you continue to pay the full closing balance of your credit card statement each month by the applicable due date. If you do not pay a full closing balance by the applicable due date, you will pay interest on the outstanding balance from the day after the applicable due date.

- (c) You can regain the benefit of interest free periods on purchases on the day you pay the full closing balance shown on your next credit card statement by the applicable due date.

21. Payments

- (a) You must pay the minimum repayment amount shown on your credit card statement each month by the due date. You can make additional payments at any time.
- (b) You must make all payments due to us using the methods we specify, for example by direct debit on another account or by direct crediting.
- (c) Your payments are made only when we credit them to your credit card account.
- (d) Payments will be credited when they are received by us.
- (e) Payments to your credit card account are allocated as determined by us from time to time in accordance with the law. You must make payments without deducting, setting off or counterclaiming any money you think we owe you for any reason.
- (f) Payments can only be made in Australia and in Australian dollars.
- (g) If you have more than one account with us, and your credit card account is in arrears while any of those other accounts have funds available to be drawn, we may appropriate from one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.

22. Default

NOTE: The events which may cause you to default under this credit card contract are listed below. You may default under this credit card contract even if you have made all your payments. If you are in default, we may cancel your card and require repayment of the balance outstanding.

- (a) You will be in default under this credit card contract if any of the following events occur.
 - (i) You fail to pay any money to us when due.
 - (ii) You exceed your *credit limit*.
 - (iii) You cease to be a member of Qudos Bank.
 - (iv) You become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law.
 - (v) You are sentenced to jail for a term of 12 months or more.
 - (vi) Any information you gave to us in relation to this credit card contract is found to be materially untrue or misleading.
- (b) If you default under this credit card contract, we may cancel your card and any additional cardholder's card without prior notice, and we may require repayment of the outstanding balance of your credit card account and all other money payable under this credit card contract after giving you at least 30 days notice. You must destroy your cancelled card if you have access to it.
- (c) If you do not pay the minimum repayment for a statement period by the due date, we may elect not to provide any further credit to you until your credit card account is brought up to date and you satisfy any other requirements we reasonably impose.
- (d) Our rights under this credit card contract are unaffected by any delay in exercising those rights, or by giving you any time or other indulgence, except to the extent those rights are waived by law.

23. Indemnity for enforcement and other expenses

NOTE: If you default under this credit card contract, enforcement expenses may be payable. This means that you may have to pay our collection expenses, and any other internal or external costs we incur as a result of your default.

- (a) Enforcement expenses may become payable by you if you default under or breach this credit card contract. To the extent allowed by law, you indemnify us against:
 - (i) all enforcement expenses we reasonably incur when exercising our rights if you default under or breach this credit card contract; and
 - (ii) all expenses, costs and damage incurred by us as a result of you breaching any of your obligations under this credit card contract, or as a result of any untrue or misleading representation, warranty or statement made by you, except where such expenses, costs or damage arises from the mistake, fraud, negligence or wilful misconduct of us, our employees, or a receiver we appoint.
- (b) We may debit the amount of any expense, cost or damage referred to above to your credit card account any time after we become liable to pay that amount.

24. Cancellation or suspension of your card by us

NOTE: We may suspend your card at any time without notice. We may cancel your card at any time without notice if you are in default or if we consider it reasonably necessary to prevent loss to you or us.

- (a) We may cancel your card or an additional cardholder's card at any time without prior notice if we consider it reasonably necessary to prevent loss to you or us, including for security reasons and if there is suspected fraud.

If we cancel your card, you must destroy your card if you have access to it.
- (b) We may suspend your card or an additional cardholder's card at any time without notice.
- (c) If we cancel or suspend your card or an additional cardholder's card, we will notify you promptly afterwards. We may also block or terminate access to your credit card account.
- (d) If we cancel or suspend your card or an additional cardholder's card under this clause 24, you must continue paying the minimum repayment amount shown on each credit card statement issued after the cancellation. Interest, fees and charges, and government charges will continue to be charged

to your credit card account until you repay your credit card account in full.

- (e) You indemnify us against any loss or damage you or an additional cardholder may sustain as a result of your card or an additional cardholder's card being cancelled or suspended.

25. Terminating this credit card contract and closing your credit card account

- (a) You may terminate this credit card contract and close your credit card account at any time by giving us notice in writing. We will take reasonable steps to give effect to your request as soon as practicable.
- (b) Before we terminate this credit card contract and close your credit card account, you must pay the outstanding balance (if any) of your credit card account plus any interest and fees and charges owing but not yet debited. Your obligations under this credit card contract will continue, and interest, fees and charges, and our reasonable enforcement expenses will continue to be chargeable until the outstanding balance of your credit card account is reduced to zero.
- (c) You will continue to be responsible for any transactions made before we fully process the termination of your credit card contract and close your credit card account.

26. Changes to this credit card contract

NOTE: We can make changes to this credit card contract at any time. In making any changes, we will act reasonably. We will endeavour to give you reasonable notice of changes, but we reserve the right to make immediate changes to interest rates.

- (a) Acting reasonably, we may change any term of this credit card contract at any time, including:
 - (i) changing the annual percentage rate (except during any fixed term);
 - (ii) changing the amount or time for repayments;
 - (iii) changing the frequency of any payment;
 - (iv) changing the amount or frequency of the payment of any fee or charge;
 - (v) imposing a new fee or charge;
 - (vi) changing the method of calculating or debiting interest; and

- (vii) if you have a Visa Platinum Credit Card, changing the number of *Qantas Points* that you earn using your card or the terms of the Visa Platinum Rewards Program;

- (viii) changing the use and withdrawal limits.

- (b) We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:

- (i) notice of an increase in the annual percentage rate by writing to you, or by newspaper advertisement in a newspaper circulating throughout your jurisdiction, no later than the day on which the increase is to take effect;

- (ii) at least 20 days written notice if we increase charges, change your liability for losses for transactions, or make any other change to this credit card contract which increases your obligations or reduces the time for any payment; or

- (iii) at least 20 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited, or the imposition of a new fee or charge.

- (c) If you are not satisfied with any change or variation to this credit card contract, you may close your credit card account in accordance with clause 25.

27. Statements and notices

- (a) We will send you a credit card statement each month where there is any financial activity or a balance outstanding on your credit card account. In all cases, we will send you a credit card statement at least every six months.
- (b) If you are registered for online banking, statements may be sent to you electronically.

28. Electronic access

- (a) Electronic services include access to your credit card account via a card, the internet, telephone and BPAY®. These conditions apply if you are given the use of an electronic service.
- (b) You will be given an *access code*, client number, PIN and/or a combination of all these. These are called the *access codes*. The *access codes* can be used to access your credit card account electronically.

- (c) When you use electronic services, your instructions may be carried out if:
 - (i) they are permitted by the electronic access terms set out in this credit card contract; and
 - (ii) they comply with the directions on how to use these services.
- (d) Before processing a transaction, we may postpone it to seek further information from you or from a third party.
- (e) When you or anyone authorised by you gives us instructions using the electronic services, those instructions may be unable to be stopped. You are responsible for ensuring that the instructions are correct.
- (f) When you transact using electronic services (except for telephone access), you will be provided with an electronic receipt.
- (g) Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for, loss, damage or interruption arising out of:
 - (i) errors, inaccuracies, omissions, interruptions, viruses or defects where you were aware, or should have been aware, that the electronic services or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;
 - (ii) delays resulting from failure of the communications network or ancillary equipment outside our control which supports the electronic services;
 - (iii) reliance on information obtained through use of the electronic services; or
 - (iv) failure of the electronic services to perform a function in whole or in part.
- (h) If an error, inaccuracy or omission occurs, and you advise us in writing, we will endeavour to correct your concern within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.
- (i) If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law, and at our option, our liability is limited to:
 - (i) the re-supply of the information or services to you (including the correction of any errors in your credit card account); or
 - (ii) payment of the cost of having the information or services re-supplied to you.
- (j) Your access to electronic services may be automatically denied after unsuccessful attempts to enter the relevant access codes. If this happens, you must contact us to obtain access to the electronic services.
- (k) Telephone banking access can be used to obtain credit card account balances, transfer funds to and from your linked accounts, and make BPAY payments from your linked accounts.
- (l) If a BPAY transaction is made after 6:00pm Sydney time, or on a non-business day, the transaction may be processed the following business day subject to the biller's financial institution and processing times. Specific limits may apply to BPAY payments.

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29. Security of access codes

- (a) It is important to take all reasonable precautions to ensure that your PIN and other access codes remain secure and confidential. Access codes should be memorised, and any correspondence notifying you of an access code must be destroyed. We will provide you with an access code to use online or telephone banking. The precautions we require you to take are set out below.
- (b) You must not:
 - (i) tell anyone your PIN or access codes, including any friends, members of your family or your attorney;
 - (ii) let anyone else, whether acting as your agent or not, access our telephone or online banking using your PIN or access code;
 - (iii) select an access code or PIN that is comprised of repeated, ascending or descending numbers, or numbers that are associated with your birth date, or an alphabetic code which is a recognisable part of your name, or any other combination of numbers and letters readily identifiable with you;
 - (iv) give your card to anyone else or let them use it;
 - (v) where a device (such as a smartphone) is required to perform a transaction, write or make a record of any access code on the device, or anything carried with the device or liable to loss or theft with the device, unless you make a reasonable attempt to protect the security of the access codes;

- (vi) keep a record of any PIN or access code (without making a reasonable attempt to protect the security of the PIN or access code) on your credit card account, or in or on anything you usually carry with your card, as it could be lost or stolen at the same time as your card;
 - (vii) be careless about protecting the security of your PIN or access codes; or
 - (viii) let anyone else see you entering your PIN at an ATM or EFTPOS terminal.
- (c) You must not act with extreme carelessness in failing to protect the security of your access codes – for example, by storing an access code in a notebook that is not protected under the heading ‘online banking password’.
- (d) As soon as you realise or suspect anyone else knows your PIN or any access code, or your card is lost, stolen or used without your permission, contact us immediately.
- (e) If you realise or suspect anyone else knows your PIN or any access code, we will ask you to select a new PIN or access code. If you don’t select a new PIN or access code when asked, a stop will be placed on the relevant service until you do so.
- (f) If we know or suspect that anyone else knows your PIN or access code, we may place a stop on the relevant service. In that event, you can contact us for a new access code or PIN and to have the stop removed.
- (g) You must regularly check to make sure you still have your card.
- (h) Your PIN may be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, we can re-activate your PIN, or send you a reminder of your PIN, as long as your card is in your possession.
- (c) which took place before you or any additional cardholder received any relevant card or access code;
 - (d) that are caused by the fraudulent or negligent conduct of our employees or agents, a third party supplier company involved in our networking arrangements, or merchants or their employees or agents;
 - (e) which relate to a device, card or access code which is forged, faulty, expired or cancelled;
 - (f) that occur after you inform us that your card or access code has been lost or stolen, or that the security of the access code has been breached;
 - (g) which relate to any of your original or reissued codes, identifiers or cards that are forged, faulty, expired or cancelled;
 - (h) which result from an unauthorised transaction that occurs after you’ve notified us that the security of your PIN or access code has been breached, or your card or security device has been lost, stolen or used without your permission;
 - (i) which result from an unauthorised transaction that can be made using an identifier without a card or PIN.

NOTE: There are some situations in which you may be liable for unauthorised transactions made using your card or on your credit card account. Read the below provisions carefully.

30. When you are not liable

If transactions not authorised by you are processed on your credit card account, you must inform us as soon as you become aware of these. You will not be liable for transactions:

- (a) that you or an additional cardholder did not contribute to, or you or an additional cardholder were not aware of and could not have known about;
- (b) when they are caused by the same transaction being incorrectly debited more than once to your credit card account;

31. When you’ll have limited liability

If it’s not clear whether you’ve contributed to the loss caused by an unauthorised transaction that required one or more PIN or access codes, the amount of your liability will be limited to the least of:

- (a) \$150;
- (b) the actual loss at the time we’re notified that the security of your PIN or access code was breached, or that your card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe); and
- (c) the *credit limit* of the credit card account from which value was transferred in the unauthorised transaction.

32. Visa Zero Liability

- (a) In addition to the limits placed on your liability pursuant to the ePayments Code and described in this credit card contract, the Visa scheme rules provide that we will limit your liability to zero if the following conditions are satisfied:
- (i) you have not contributed to any loss caused by unauthorised use of your card; and
 - (ii) you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

If the above conditions are satisfied, you will not be liable for the authorised transaction, including any transactions that occur prior to you notifying us that your card has been lost or stolen, or that the security of your PIN or access code has been breached.

- (b) Where this clause applies, we will endeavour to refund the amount of the unauthorised transaction to you within five days, provided that:
- (i) you have provided all reasonably requested information to us;
 - (ii) you are not otherwise in default or have breached this credit card contract;
 - (iii) your credit card account is not overdrawn other than as a result of the unauthorised transaction;
 - (iv) we have not determined that further investigation is necessary before refunding the amount of the unauthorised transaction based on:
 - (A) the conduct of your credit card account;
 - (B) the nature and circumstances surrounding the unauthorised transaction; and
 - (C) any delay in notifying us of the unauthorised transaction.
- (c) Any refund is conditional upon the final outcome of our investigation of the unauthorised transaction and may be withdrawn by us where we consider that this provision shall not apply as a result of those investigations. In making any determination in respect of this clause, we will act reasonably.
- (d) This clause does not apply to any unauthorised transaction where you have failed to notify us of the unauthorised transaction within 30 days of a credit card statement showing that unauthorised transaction being sent to you.

33. When you'll be liable

- (a) You will be liable for loss incurred when we can prove on the balance of probability that the loss resulted from you:
- (i) acting fraudulently; and
 - (ii) breaching any security terms set out in this credit card contract.
- (b) Your liability will extend to the total loss suffered before you report the loss, theft or misuse of a device, or breach of the security of your access codes, to us.
- (c) If we can prove that you contributed to losses incurred by unreasonably delaying reporting to us the misuse, loss or theft of a device, or the breach of the security of access codes, you are liable for any unauthorised transactions occurring between when you became aware, or should have reasonably become aware of the misuse, loss, theft or breach, and when you actually notified us.
- (d) You will not be liable for any portion of the losses incurred:
- (i) on any one day that exceed the daily transaction limit;
 - (ii) in a period that exceeds any other periodic transaction limit applicable to the relevant period;
 - (iii) that exceed the *credit limit* applying to your credit card account during the period; or
 - (iv) when you and we agree that your credit card account could not have been accessed in the way which resulted in the loss.
- (e) You are liable for losses from unauthorised transactions if they result from you leaving your card in an ATM as long as the ATM incorporates reasonable safety measures to mitigate the risk of a card being left in the ATM.
- (f) Where more than one access code is required to perform a transaction, and we prove:
- (i) that the security of an access code(s) has been breached, but not all of the required access codes; and
 - (ii) we can prove on the balance of probability that a breach of security of the access code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your *access code* or card, or a breach of the security of your *access code*.

34. Liability for unreasonably delaying notification

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

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

however, you will not be liable for any loss on any day or in any period which exceeds any applicable transaction limit for that day or period, and you will not be liable for loss in excess of the *credit limit* of your credit card account.

35. Liability caused by equipment malfunctions

- (a) You are not responsible for any loss caused by the failure of a system or equipment provided by any part to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.
- (b) If you incur loss as a result of a shared electronic network being unavailable or malfunctioning, and you should reasonably have been aware of the unavailability or malfunction, our liability will be limited to:
 - (i) correcting any errors; and
 - (ii) reducing any fees or charges imposed on you.
- (c) We're not responsible for:
 - (i) errors, inaccuracies, interruptions, viruses or defects due to any system or equipment failing to complete a transaction;
 - (ii) delays resulting from any network, system or equipment failing to support the interactive service or card; or

- (iii) any online banking or telephone banking service, or card system or equipment, failing to complete your transaction instructions.

- (d) If we are responsible, our liability is limited to the cost of re-supplying the service.

36. Liability when using your card without a PIN

You will not be liable for an unauthorised transaction on your credit card account where the transaction does not require the use of an *access code*, PIN or device, but only an identifier (such as a member number). When a transaction can be made using only a device, or a device and an identifier, you will only be liable if you unreasonably delay reporting the loss or theft of the device.

37. Liability for BPAY payments

- (a) If a BPAY payment is unauthorised or is made from your credit card account otherwise than in accordance with your instructions, we will credit your credit card account for the amount of the payment.
- (b) If a BPAY payment is fraudulently induced by someone involved in the BPAY scheme, then that person should refund you that payment.
- (c) If that person doesn't refund the payment, you have to bear the loss. That is unless some other person in the BPAY scheme:
 - (i) knew of the fraud; or
 - (ii) would have detected it with reasonable diligence.In that case, that person must refund you the payment.
- (d) We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY scheme unless we:
 - (i) acted negligently; or
 - (ii) breached any condition or warranty in regard to the supply of goods and services which cannot be excluded or limited under law.
- (e) You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:
 - (i) did not observe any of your obligations; or
 - (ii) acted negligently or fraudulently in regard to this credit card contract.

38. Mistaken internet payments

- (a) A mistaken internet payment occurs when you make a transfer of money by internet banking, and that money goes to an unintended recipient because:
 - (i) you entered the destination account details incorrectly; or
 - (ii) you are not provided with the correct destination account details.
- (b) You can report a mistaken internet payment by contacting us. You should report the mistaken internet payment as soon as you become aware of it.
- (c) If you report a suspected mistaken internet payment to us within 10 business days:
 - (i) we will contact the financial institution that received the payment;
 - (ii) if there are sufficient funds available in the destination account, and both we and the destination financial institution are satisfied that a mistaken internet payment has occurred, we will request the money back;
 - (iii) the other financial institution must return the funds to us within 5 to 10 business days of receiving our request; and
 - (iv) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- (d) If you report a suspected mistaken internet payment to us between 10 business days and 7 months of making the payment:
 - (i) we will contact the financial institution that received the payment to find out if there is sufficient money in the destination account to refund the payment;
 - (ii) if we are satisfied that a mistaken internet payment has occurred, we will ask the destination financial institution to investigate;
 - (iii) the destination financial institution must complete their investigation within 10 business days;
 - (iv) if the destination financial institution is satisfied that a mistaken internet payment has occurred, they must prevent the holder of the destination account from withdrawing the amount of the mistaken internet payment for 10 business days;
 - (v) the destination financial institution must then notify the recipient that the funds representing the mistaken internet payment will be withdrawn from their account unless they can prove that they are entitled to the funds within 10 business days; and
 - (vi) if the recipient cannot prove this, the money will be returned to us within two business days, and we will then return the money to your credit card account as soon as practicable.
- (e) If you report a suspected mistaken internet payment to us after 7 months of making the payment:
 - (i) we will contact the financial institution that received the payment to find out if there is sufficient money to refund the payment in the destination account;
 - (ii) if we and the destination financial institution are satisfied that a mistaken internet payment has occurred, the destination financial institution must seek the consent of the recipient to have the funds returned;
 - (iii) if the recipient consents, the destination financial institution must return the funds to us; and
 - (iv) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- (f) If you report the suspected mistaken internet payment to us, and there is sufficient funds in the destination account to refund the payment, but the destination financial institution is not satisfied that a mistaken internet payment has occurred:
 - (i) the destination financial institution may seek the consent of the recipient to return the funds;
 - (ii) if the recipient consents, the destination financial institution must return the funds to us; and
 - (iii) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- (g) If you report a suspected mistaken internet payment to us at any time, and we and the destination financial institution are satisfied that a mistaken internet payment has occurred, but there are insufficient funds to return the payment to you, then the destination financial institution must use reasonable endeavours to retrieve the funds.

- (h) If you report a suspected mistaken internet payment to us at any time, but we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action. We may ask the destination financial institution to investigate, but you will be liable for any loss arising from such a payment.
- (i) We will always tell you the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

39. Investigating unauthorised transactions

- (a) If you believe a transaction is unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify us or Visa Global Customer Assistance Services.
- (b) If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- (c) If the ePayments Code applies, within 21 days of receiving these further relevant details from you, we will:
 - (i) advise you in writing of the outcome of our investigations; or
 - (ii) advise you in writing that we require further time (not exceeding a further 24 days) to complete our investigation.
- (d) In any event, where an investigation continues beyond 45 days, we will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where we are waiting for a response from you and you have been advised that we require such a response.
- (e) If we find that an error was made, we will make the appropriate adjustments to your account, including interest and charges (if any), and will advise you in writing of the amount of the adjustment.
- (f) When we advise you of the outcome of our investigations, we will:
 - (i) give you reasons in writing for our decisions;
 - (ii) advise you of any adjustments we have made to your account; and

- (iii) advise you in writing of other avenues of dispute resolution if you are not satisfied with our decision.
- (g) If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your card, we will:
 - (i) give you copies of any documents or other evidence we relied upon; and
 - (ii) advise you whether or not there was any system or equipment malfunction at the time of the transaction.

40. Visa Platinum Rewards Program

This section only applies if you have a Visa Platinum Credit Card.

- (a) **Eligibility for the Visa Platinum Rewards Program**
 - (i) You are automatically a member of the Visa Platinum Rewards Program if your card is a Visa Platinum Credit Card. Any additional cardholder is not eligible for membership of the Visa Platinum Rewards Program in their own right, but *Qantas Points* will be allocated to your *rewards account for eligible transactions* made by any additional cardholder.
 - (ii) Your membership of the Visa Platinum Rewards Program is at our discretion and we may suspend or terminate your membership of the Visa Platinum Rewards Program at any time.
 - (iii) You may request your membership of the Visa Platinum Rewards Program to be terminated at any time.
 - (iv) Your membership of the Visa Platinum Rewards Program is automatically terminated if this credit card contract is terminated and your credit card account is closed.
 - (v) If your membership of the Visa Platinum Rewards Program is terminated, any *Qantas Points* that have not been credited to your Frequent Flyer account at that time are forfeited.
 - (vi) You will not be eligible to participate in the Visa Platinum Rewards Program during any period in which you are in default under this credit card contract. During any period in which you are in default under this credit card contract:
 - (A) your *rewards account* will be suspended;
 - (B) you will not earn *Qantas Points* on any *eligible transactions*; and

(C) *Qantas Points* allocated to your *rewards account* will not be credited to your Qantas Frequent Flyer account.

(vii) We may charge an annual fee for your membership of, and participation in, the Visa Platinum Rewards Program.

(viii) You cannot transfer your membership of the Visa Platinum Rewards Program to any other person.

(ix) You are responsible for any taxation liability or other government charge or reporting requirement arising from the Visa Platinum Rewards Program or the redemption of *Qantas Points*. We do not offer any advice or accept any responsibility with respect to these matters.

(b) How you can earn Qantas Points

(i) Subject to clauses 40(c) and 40(d) , you will:

(A) earn *Qantas Points* (which will allocated to your *rewards account*) each time you or any additional cardholder uses your card for eligible transactions both within Australia and overseas; and

(B) *Qantas Points* earned will be credited from your *rewards account* to your Qantas Frequent Flyer account monthly, which may be redeemed for rewards in the Qantas Frequent Flyer Program in accordance with the Qantas Frequent Flyer Terms and Conditions.

(ii) We will allocate *Qantas Points* to your *rewards account* for every whole Australian dollar of the total value of all *eligible transactions* (the total value is rounded down to the whole Australian dollar value) charged to your credit card account in accordance with the table below:

Total <i>eligible transactions</i> per calendar month	Points earned for every whole Australian dollar
\$1 - \$2,500	1 point
Over \$2,500	0.5 point

(iii) You may only earn *Qantas Points* up to a maximum of \$200,000 of *eligible transactions* each financial year, even if you hold more than one Visa Platinum Credit Card.

(iv) Bonus *Qantas Points* may be allocated on an *eligible transaction* for special goods or services, for transactions with a specific merchant, or in

accordance with a special promotion. We may make bonus *Qantas Points* available at our discretion and on such terms and conditions as we see fit. Such bonus *Qantas Points* are not included in your \$200,000 annual *eligible* transaction cap.

(c) Qantas Frequent Flyer Program

(i) To earn *Qantas Points* using your card, you must be a member of the Qantas Frequent Flyer Program and have supplied us with your Qantas Frequent Flyer membership number. The name on your Qantas Frequent Flyer account and your credit card account must be identical. You may only have one Frequent Flyer account.

(ii) Your participation in the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Terms and Conditions, and any *Qantas Points* you earn using your card are subject to the Qantas Frequent Flyer Terms and Conditions once they are credited to your Qantas Frequent Flyer account. For further details, read the Qantas Frequent Flyer Terms and Conditions at qantas.com/frequent-flyer.

(iii) By activating your card, you accept the Qantas Frequent Flyer Terms and Conditions and you request us:

(A) if you are already a member of Qantas Frequent Flyer Program, to link your existing Frequent Flyer account to your credit card account;

(B) if you are not a member of Qantas Frequent Flyer Program, to arrange your membership of the Qantas Frequent Flyer Program,

(iv) You authorise us to exchange your personal information (including your name, address, email address, date of birth and Qantas Frequent Flyer Program membership details) for the purposes of providing the Visa Platinum Rewards Program to you and ensuring that you can earn *Qantas Points* by using your card.

(v) *Qantas Points* are offered at our discretion and do not constitute your property. You cannot transfer your *Qantas Points* to any other person or entity. In the case of your death or bankruptcy, any *Qantas Points* that you have earned (whether or not allocated to your *rewards account*) but which have not been credited to your Qantas Frequent Flyer account will automatically be forfeited and cannot be used by any other person.

(vi) *Qantas Points* earned through the Visa Platinum Rewards Program do not have cash or monetary value. You cannot transfer your *Qantas Points* to any other person or entity other except in the limited circumstances specified in the Qantas Frequent Flyer Terms and Conditions.

(d) How Qantas Points are credited to your Frequent Flyer account

- (i) If you have supplied your Qantas Frequent Flyer membership number to us, at the end of each statement period, we will calculate your *monthly rewards balance*. We will then arrange for Qantas to credit your *monthly rewards balance* to your Qantas Frequent Flyer account. This may take up to 10 days.
- (ii) If you do not supply us with your Qantas Frequent Flyer membership number prior to making *eligible transactions* using your card, *Qantas Points* that you would otherwise earn from the *eligible transactions* will accrue until you supply your Qantas Frequent Flyer membership number to us. At that time, all accrued *Qantas Points* will be added to the current month's *monthly rewards balance* and credited to your Qantas Frequent Flyer account in accordance with clause 40(d)(i).
- (iii) If your *Qantas Points* earned using your card do not show on your *monthly rewards balance* or have not been credited to your Qantas Frequent Flyer account, please contact us on 1300 747 747. Generally any questions or queries in relation to the Qantas Frequent Flyer Program must be referred to Qantas.
- (iv) When you obtain a refund or reimbursement for an eligible transaction for which you earned *Qantas Points*, any *Qantas Points* allocated as a result of that *eligible transaction* will be reversed accordingly. Any negative balance in your *rewards account* will be carried over to the next month.
- (v) We will provide you with a statement of the *Qantas Points* you have earned for *eligible transactions* for a statement period in credit card statement for that period. You may also check how many *Qantas Points* you have earned through online banking (if you are registered for online banking) or by logging into your Frequent Flyer account

(e) When you will not earn Qantas Points

- (i) You will not earn *Qantas Points*:

- (A) if your credit card account is in arrears for more than 30 days;
- (B) if you are in default under this credit card contract
- (C) during any period in which your credit card account is suspended;
- (D) if this credit card contract is terminated and your credit card account is closed;
- (E) for Eligible Transactions that arise after the expiry date of your Credit Card;
- (F) if you lose your card until such time as a new card is issued to you;
- (G) where you dispute an *eligible transaction*;
or
- (H) for *eligible transactions* that are fraudulent.

- (ii) If any *Qantas Points* are allocated to your *rewards account* after any of the events set out in clause 40(e)(i) occur, we may reverse that allocation accordingly.

(f) Terminating your Qantas Points and the Visa Platinum Rewards Program

- (i) We may cancel any *Qantas Points* not yet credited to your Frequent Flyer account at any time if:
 - (A) you are in default under this credit card contract and you fail to remedy that default within 30 days of receiving a written notice from us requesting you to remedy the default; or
 - (B) this credit card contract is terminated and your credit card account is closed.
- (ii) Your membership of the Rewards Program is automatically terminated and any *Qantas Points* that have not been credited to your Frequent Flyer account at that time are forfeited if:
 - (A) we terminate the Visa Platinum Rewards Program we offer in connection with your card; or
 - (B) this credit card contract is terminated and your credit card account is closed.
- (iii) We may change, suspend or terminate the Visa Platinum Rewards we offer in connection with your card at any time without prior notice, but we will notify you as soon as practicable afterwards.

41. General matters

- (a) We can, at our discretion, make electronic copies (including recordings) of, or monitor, any transaction made through online or telephone banking for the purpose of accuracy and security.
- (b) You must tell us promptly if your contact details change (including any residential, postal or electronic address, or your phone number).
- (c) You must promptly produce documents or other evidence we require to enable us to verify your identity or other information about you.
- (d) If any of the provisions of this credit card contract are illegal or become illegal at any time, the affected provisions will cease to have effect, but the balance of this credit card contract will remain in full force and effect.
- (e) We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this credit card contract.
- (f) Our rights under this credit card contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

NOTE: We may at any time assign or otherwise deal with our rights and obligations under this credit card contract without your consent and without notifying you first. We may disclose information about you to any third party involved in an actual or proposed assignment or dealing by us, and that disclosure may be in a form that may enable that third party to identify you.

- (g) We may at any time assign, novate or otherwise deal with our rights and obligations under this credit card contract and any document or agreement entered into or provided under or in connection with this credit card contract in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this credit card contract and any document or agreement entered into or provided under or in connection with this credit card contract. Any dealing with our rights does not change your obligations under this credit card contract in any way. You cannot assign or otherwise deal with your rights or obligations under this credit

card contract and any document or agreement entered into or provided under or in connection with this credit card contract.

- (h) To the extent that this credit card contract is regulated under consumer legislation (for example, the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this credit card contract is to be read so it does not impose obligations prohibited by that legislation.
- (i) Any notice, statement, demand, communications, court document (including any collection notice, default notice, court originating process or other court document) or other document to be given or served under or in connection with this credit card contract (or any security associated with this credit card contract) may be:
 - (i) delivered personally to you;
 - (ii) posted to or left at your residential or business address last known to us;
 - (iii) posted to or left at the address shown in this credit card contract;
 - (iv) sent by electronic means to your electronic address last known to us (if you have consented as required by any applicable law); or
 - (v) given in any other way permitted by law.

Any notice, statement, demand, communications, court document or other document notice may be signed by any employee, solicitor, or agent on our behalf.

- (j) You must pay us any government duties, taxes, and other charges on receipts, duties or withdrawals that apply to your credit card account. We may debit these duties, taxes and charges to your credit card account as and when they become payable.
- (k) If we are at any time trustee of any trust, our liability is limited to the assets of that trust which are available to us to enable us to satisfy that liability.
- (l) This credit card contract is governed by and interpreted in accordance with the law for the time being in force in the place shown as your address in this credit card contract.

42. Definitions and interpretation

(a) Words in this credit contract are defined as follows.

(i) *access code* means an access code, client number, personal identification number, and/or a combination of all these.

(ii) *credit limit* means the amount specified in the Financial Table (as varied from time to time).

(iii) *disclosure date* means the date specified in the Financial Table.

(iv) *eligible transaction* means the purchase of goods or services from merchants using your card (including GST payable for those goods or services by you) excluding any of the following transactions:

(A) balance transfers;

(B) payments to the Australian Taxation Office;

(C) cash advances;

(D) special promotions;

(E) purchases of foreign currency or traveller's cheques;

(F) business expenses;

(G) BPay transactions;

(H) any fee or charge, including any government charges or duties and any fee or charge for your membership of and participation in the Qantas Frequent Flyer Program;

(I) interest and finance charges payable or paid on your credit card account;

(J) enforcement expenses;

(K) transactions which are disputed, fraudulent or involve the abuse or unauthorised use of your card;

(L) payments and purchases which are refunded or reimbursed;

(M) payments made by you to other Qudos Bank loan accounts; and

(N) payments nominated by us from time to time.

(v) *monthly rewards balance* means the total number of *Qantas Points* that you have earned during a calendar month and have accrued to your *rewards account*.

(vi) *Qantas Points* means points in the Qantas Frequent Flyer Program.

(vii) *rewards account* means the account we establish in your name for the purposes of recording *Qantas Points* earned using your card.

(b) References to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa.

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

Information statement

Things you should know about your proposed credit contract

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

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

The contract

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

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

- > your contract is entered into; or
- > you make an offer to enter into the contract,

whichever happens first.

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

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

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

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

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

3. Can I terminate the contract?

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

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

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

The contract continued

4. Can I pay my credit contract out early?

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

5. How can I find out the pay out figure?

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

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

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

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

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

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

That depends on the type of change. For example –

- > you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- > you get 20 days advance written notice for –
 - a change in the way in which interest is calculated;
 - 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at 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 <http://www.asic.gov.au>.

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

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

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

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

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

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

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

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

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

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

Mortgages

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

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

16. Should I get a copy of my mortgage?

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

Mortgages continued

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

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

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

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

See the answers to questions 22 and 23.

Otherwise you may –

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

OR

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

If your credit provider won't give permission, you can contact the AFCA scheme for help.

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

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

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

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

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

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

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

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

General

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

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

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

23. What if my credit provider and I 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 AFCA scheme. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

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

25. Do I have any other rights and obligations?

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

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

The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at 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.

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