

# Variation notice

## Changes to your Conditions of Use

We hope you've been getting the most out of your Jetstar credit card. We wanted to let you know we're making some important updates to your Conditions of Use.

We've highlighted the key updates below and the updated Conditions of Use will be available online from 12 December 2018.

Unless otherwise stated below, these changes are effective 12 December 2018.

### Condition 4

We've updated the eligibility criteria in condition 4 to be clear that you must:

- be a permanent Australian resident, and
- have an Australian address and mobile number and a valid email address.

### Condition 7

We've made the following changes:

- The following definitions are inserted:
  - **Access Method** means a method authorised by us to access and transact on your Account via Online Services and includes any one or more of an Access Code, Secret Code and any other code that we provide to you and Additional Cardholder(s) or permit you or an Additional Cardholder to set up from time-to-time. This may also include a fingerprint or other biometric authentication we allow you to use to access Online Services from time-to-time.
  - **Biller** means an organisation which tells you that you can make payments to them through the BPAY scheme.
  - **Business Day** means any day on which banks in Melbourne and Sydney can effect settlement through the Reserve Bank of Australia.
  - **Card Details** means the information printed on your Card including the Card number, expiry date and Card Verification Code (CVC - the three digits shown on the back of your card).
  - **Online Services** means the online secure service which enables a Cardholder to access and / or transact on your Account over the internet.

- **Secret Code** means individually and collectively any Access Method which we require you to keep secret, including any Password, PIN and SMS code.

- **Statement** means a statement of account that relates to your Card.

References to statement of account in the Conditions of Use are replaced with the defined term **Statement**.

- The definitions of **EFT Transaction** and **Telephone PIN** and all references to the terms in the Conditions of Use are deleted. All references to *telephone banking* are also deleted.

- The following words are added at the end of the definition of **Interest Free Finance**:

*It does not include a balance transfer offer where the promotional balance transfer rate is zero percent for a specified period.*

- The following words are added at the end of the definition of **International Transaction**:

- c) *in Australian dollars or any other currency where the entity that processes the Transaction is located outside Australia.*

*It may not always be clear to you when making a Purchase that the merchant or the entity processing your Transaction is located outside Australia.*

- The definition of **Offer** and all references to it in the Conditions of Use are replaced with:

**Financial Table** means the Financial Table document which outlines further key details of your contract with us. We will send you your Financial Table at account opening. The Financial Table (as amended from time-to-time) forms part of this agreement.

## Condition 8

To make the explanation of your Credit Limit and how you may exceed it clearer, condition 8 is deleted in its entirety and replaced with:

### 8 Your Credit Limit

**8.1** Your Credit Limit is shown in the Financial Table and may be varied from time-to-time in accordance with condition 9.

*You should tell any Additional Cardholder(s) about your Credit Limit.*

*Limits for non-Purchase Transactions such as Cash Advances or balance transfers may be different to your Credit Limit. Details of these limits appear in the Financial Table, as varied from time-to-time.*

**8.2** In certain circumstances, we may permit you to temporarily exceed (that is, allow the Balance Owing On The Account to be higher than) your Credit Limit.

**8.3** If your Account was approved on or after 1 July 2012

*Except as outlined below, you can only exceed your Credit Limit if you have provided us with your express consent. You may withdraw your consent at any time by contacting us.*

**8.4** If your Account was approved before 1 July 2012

*Except as outlined below, you can avoid exceeding your Credit Limit by asking us to stop you from making Transactions that will take you over your Credit Limit.*

### 8.5 Exceptions

*Despite the above we may, acting reasonably and in certain circumstances:*

- choose not to allow you to exceed your Credit Limit, and / or*
- remove your ability to consent to exceeding your Credit Limit.*

*If we do not allow you to exceed your Credit Limit and / or do not allow you to consent to exceeding your Credit Limit, a Credit Limit increase request under condition 9 will be required if you wish to spend more than your current Credit Limit.*

**8.6** If you have prevented your Account from exceeding your Credit Limit in one of the ways set out above, this will not prevent all Transactions that may take you over your Credit Limit. For example, it will not prevent you being taken over your Credit Limit where:

- Transactions are conducted manually and / or authorisations are not checked,*
- the Transaction amount is below a certain amount, and / or*
- any accrued interest, charges and fees are applied to your Account in accordance with these Conditions of Use.*

**8.7** You are responsible if your Credit Limit is exceeded.

*If, at any time, your Credit Limit has been exceeded (that is, the Balance Owing On The Account is more than the Credit Limit), you:*

- may be charged an Overlimit Fee for this service, and*

- must immediately repay us the amount by which your Credit Limit has been exceeded.*

*The payments are in addition to your normal repayment obligations set out in condition 15.*

## Condition 9

To clarify how you (or we) may change your Credit Limit or decide to stop providing further credit to you, condition 9 is deleted in its entirety and replaced with:

### 9 Changing your Credit Limit

**9.1** You may apply to us to increase your Credit Limit. Credit Limit increase applications are subject to our credit approval criteria.

**9.2** You may request us to decrease your Credit Limit. We need not, however, agree to decrease your Credit Limit to an amount less than:

- the minimum Credit Limit listed in the Financial Table (you may, however, speak to us about applying for a product with a lower minimum Credit Limit), or*
- the current Balance Owing On The Account (you will need to reduce the Balance Owing On The Account to below your desired Credit Limit before we can action your request).*

*If we agree to increase or decrease your Credit Limit based on your request, we will tell you the new Credit Limit in writing, which may be on your Statement.*

**9.3** We may, at our reasonable discretion, reduce your Credit Limit or stop providing you further credit (on either a temporary or permanent basis) in the following circumstances:

- a) It comes to our attention that you are in default of another credit contract held with us*
- b) It comes to our attention that you are in default of a credit contract with another credit provider*
- c) We reasonably believe that you are using your Account in a way that may cause loss to you or us*
- d) You are in breach of these Conditions of Use*
- e) You are not making the Minimum Payments Due*
- f) You are not paying any other money due to us in relation to your Card, or*
- g) Anything else happens which we consider warrants us reducing the Credit Limit or ceasing to provide further credit.*

*If we reduce the Credit Limit or stop providing further credit, we will tell you in writing.*

*If you ask us to review our decision, we may require you to produce further information.*

## Condition 10

Effective 1 January 2019, the last dot point of condition 10.6 is deleted and replaced with:

- to conduct Transactions for business purposes*
- to conduct unlawful Transactions, or Transactions related to unlawful (or potentially unlawful) activities (as determined at our reasonable discretion), or*

- to conduct Transactions with parties related to you, including Purchases or Cash Advances at merchants, ATMs or other facilities owned, controlled or operated by you, your family members or friends or for any other cash flow or other non-genuine purpose.

### Condition 11

The following words are inserted after the first sentence in condition 11.5:

*Until you notify us, you remain liable for unauthorised Transactions (subject to condition 29), even where you have destroyed the Card.*

### Condition 12

- The following words are inserted at the beginning of condition 12.3:

*A direct entry debit occurs when you give your Card Details to a merchant and they debit your Account using those details. This may happen on a recurring basis (in which case, it is referred to as a recurring payment).*

- The following words are inserted after the last sentence in condition 12.3:

*If you don't cancel any recurring payments that you no longer wish to make, we may continue to treat the payments as authorised and you will be liable to repay those amounts in accordance with condition 18.*

### Condition 14

To make it clearer when you will receive statements for your Account, condition 14 is deleted in its entirety and replaced with:

#### 14 Statements

*We will send you a monthly Statement for the Account, except in circumstances where the law and / or a code of conduct to which we subscribe does not require us to send a Statement.*

*All amounts requiring payment are shown on the Statement in Australian dollars. You should check the entries on your Statement carefully and promptly report any error or unauthorised Transaction to us as soon as you become aware of it.*

*We cannot send Statements to an overseas postal address. If you are overseas temporarily, you may wish to request notifications that your Statements are available electronically for this period. If you do so, you will not receive paper Statements for this period (see condition 50 for more information). If you are overseas for an extended period, we may close your Account (see condition 33 for more information).*

*If you choose to receive paper Statements instead of electronic Statements (see condition 50 for more information), you may be charged a Statement Fee - check your Financial Table for details.*

### Condition 20

- Condition 20.2 is deleted in its entirety and replaced with:

#### 20.2 Interest Free Period

*If an Interest Free Period is available for your Account, the details will appear in your Financial Table.*

*There is no Interest Free Period with respect to Cash Advances.*

*Certain Special Promotions may also affect the operation of an Interest Free Period. If this is the case, the terms and conditions for the Special Promotion will provide further information.*

*No interest will be charged on a Purchase if the Closing Balance excluding any Interest Free Finance balances that are in the specified promotional term or period ("Closing Balance Excluding IFF") on the last Statement before the Purchase was made was paid in full by the Payment Due Date shown on that Statement (or the Closing Balance on that Statement was nil or the Account had a credit balance).*

*If the Closing Balance Excluding IFF on the previous Statement was not paid in full by its Payment Due Date, interest will be charged on unpaid Purchases (excluding Interest Free Finance amounts) and fees as well as new Purchases (excluding Interest Free Finance amounts) and fees from the day following the Payment Due Date on that Statement and will be shown on your next Statement.*

*To be eligible for an Interest Free Period again, you must pay the Closing Balance Excluding IFF appearing on your next Statement by the Payment Due Date on that Statement (unless the Closing Balance on that Statement was nil or your Account had a credit balance). The Interest Free Period will then apply to Purchases (excluding Interest Free Finance amounts) made on and from the day that you made that payment.*

- A new condition 20.4 is inserted as follows:

#### 20.4 Understanding interest

*We recommend you read the "Understanding Interest" guide, available on our website, for more information on how interest and Interest Free Periods work.*

### Condition 21

A new clause 21.4 is inserted as follows:

*21.4 From time-to-time, we may offer promotions in connection with the fees applicable to your Account. Check our website for details of any current offers.*

### Condition 24

Condition 24 is deleted in its entirety and replaced with:

#### 24 What happens to payments we receive?

*Payments are applied to amounts shown on your last Statement, first to the part of balances to which the highest Annual Percentage Rate applies, then to the part of balances to which the next highest Annual Percentage Rate applies and will continue to be applied to balances in descending order of applicable Annual Percentage Rate.*

We calculate interest separately on each balance type. Balance types may include, without limitation:

- Purchases
- Cash Advances
- Special Promotions
- Balance Transfers, and
- Interest Free Finance amounts.

Within each balance type, payments will be applied in the following order: interest, fees, principal balance and insurance premiums (relevant only to the Purchases balance type).

Where your payments have already been allocated to all amounts shown on your last Statement or if your last Statement did not have a balance, any payments are applied to balances that have not appeared on your Statement in descending order of applicable Annual Percentage Rate.

Where a payment has been credited and is subsequently reversed (for example, if a cheque payment is dishonoured), we will debit the payment to your Account. We may reverse the application of the original payment and will treat the payment reversal as a Purchase.

If you opened your Account prior to 1 July 2012, you may previously have had your payments allocated in a different way.

## Condition 25

- Condition 25a. is renumbered condition 25.1
- For the purposes of clarity, condition 25b. is deleted in its entirety and replaced with:

**25.2** If you have more than one account with us and any one of those accounts is in arrears or otherwise has amounts due and payable while one or more other accounts have credit balances (including money available for redraw), you irrevocably request and authorise us to appropriate from one or more of those accounts to pay some or all of the amounts due and payable. We are not obliged to do this and your obligation to pay all amounts will not change if we do not take these actions.

We will promptly inform you if we have taken any of the actions above, but we do not need to notify you in advance.

You should not treat your accounts as combined unless we have agreed to such an arrangement.

## Condition 27

To provide more details on how we may change your Conditions of Use, condition 27 is deleted in its entirety and replaced with:

### 27 Changes

In accordance with this condition 27, we may change these conditions without your consent:

- so long as we act reasonably
- in accordance with the law and any codes of conduct to which we subscribe, and
- subject to the matters set out in the Financial Table.

We will notify you of any unilateral change by us as set out in the following table:

Type of change	Time frame	Method of notice
Change in the Annual Percentage Rate	On or before the day the change takes effect	<ul style="list-style-type: none"> <li>• In writing</li> <li>• Electronically (subject to condition 50), or</li> <li>• By advertising the change in a newspaper circulating through your State or Territory*</li> </ul> <p>*If we notify you of a change by advertisement, we will also give you particulars of the change with your next Statement after the change takes effect</p>
Introduction of a new fee or charge, increasing the amount of any existing credit fee or charge or changing the frequency or time for payment of a credit fee or charge	30 days before the change takes effect	
Decreasing or removing a fee	By the first time you receive a Statement after the change	
Government charges	As soon as practicable, unless the change has been publicised by the Government, government agency or representative body	
A change in the method of calculating or applying interest	30 days before the change takes effect if the change increases your obligations  By the first time you receive a Statement after the change if the change decreases your obligations	
Impose, remove or adjust a daily or other periodical Transaction limit or a change that increases your liability for losses relating to electronic Transactions	30 days in advance	
Change to any other condition	30 days before the change takes effect if the change is unfavourable to you  Otherwise, on or before the day the change takes effect	

We do not have to provide you with advance notice of a change if the change is required to restore or maintain the security of a system, your Card or Account.

If these Conditions of Use state that we may do something immediately or without notice, the above notice periods will not apply.

If you are not satisfied with any change or variation to these Conditions of Use you may terminate your Account with us. We will not charge you a termination or account closing fee, however termination of your Account will be subject to all outstanding obligations under these Conditions of Use being duly discharged.



## Condition 28

To make the requirements for keeping your Card, Card Details, Secret Codes and electronic equipment secure, condition 28 is deleted in its entirety and replaced with:

### 28 Security requirements

**28.1** *The security of each Cardholder's Card, Card Details, electronic equipment and Secret Codes is very important, as whoever has access to them may be able to perform Transactions on the Account. These requirements are designed to help Cardholders keep their Card, Card Details, electronic equipment and Secret Codes secure. By following these requirements, Cardholders can assist in preventing unauthorised Transactions on the Account. These requirements do not determine your liability for unauthorised Transactions. If you do not follow these requirements, you may be liable for unauthorised Transactions in accordance with condition 29 and any applicable codes of practice to which we subscribe.*

**28.2** *You must inform us immediately (and you must ensure that an Additional Cardholder informs us immediately) if the Card, Card Details, electronic equipment or Secret Codes have been misused, lost or stolen or had their security breached. You can contact us 24 hours a day, seven days a week using the details on your Card and the last page of these Conditions of Use. We must be given all the information that you or the Additional Cardholder have or can reasonably obtain regarding the loss, misuse or theft.*

#### 28.3 a) Card security

To protect their Card, each Cardholder must:

- sign their Card as soon as they receive it
- not permit any other person to use their Card
- take reasonable steps to protect their Card from loss or theft
- minimise the risk of losing their Card or allowing their Card to be used by someone else, for instance by keeping their Card in sight when making a Purchase
- ensure that they retrieve their Card (and receipt, if any) after making a Transaction, and
- report any loss, theft or misuse of their Card in accordance with condition 28.2.

#### b) Card Details security

To protect their Card Details, each Cardholder must:

- not give their Card Details to any other person unless they want to make a payment to them
- use care to prevent anyone from seeing their Card Details when they use them to make a payment
- not display their Card Details (such as by posting an image of the front or back of their Card with the Card Details clearly visible on an internet forum, blog or a public place), and
- report any loss, theft or misuse of their Card Details in accordance with condition 28.2.

#### c) Secret Code security

To protect their Secret Codes, each Cardholder must:

- not disclose their PIN or other Secret Code to anyone (including a family member or friend)
- take care to prevent anyone else seeing them enter their PIN at an ATM or Terminal or seeing them enter their Secret Code into a computer
- try to commit their PIN and Secret Codes to memory and not record them by any means (including by storing them on an electronic device such as a computer, mobile phone or tablet) without making a reasonable attempt to disguise them
- not write or indicate their PIN (whether disguised or not) on their Card or on articles liable to loss or theft simultaneously with the Card
- not choose a Secret Code which can be easily guessed including for example a Secret Code that uses repeated characters, consecutive numbers or a Secret Code that represents a recognisable part of their birth date, name, telephone number or driver's licence number or similar
- not act with extreme carelessness in failing to protect the security of their Secret Code(s), and
- report any disclosure, loss, theft, misuse or breach in the security of their Secret Code(s) in accordance with condition 28.2.

The following are examples of what is NOT a reasonable attempt to disguise a Secret Code:

- recording Secret Code in reverse order
- recording a Secret Code as a telephone number where no other numbers are recorded
- recording a Secret Code as a telephone number where the Secret Code is in its correct sequence
- recording a Secret Code as a sequence of numbers or letters with any of them marked to indicate the Secret Code
- recording a Secret Code as a date (including a birth date) or as an amount, or
- recording a Secret Code in any other way that can be easily identified.

**28.4** Where we allow a Cardholder to select a Password, PIN or other Secret Code, the Cardholder must not select:

- a) a numeric code which represents their date of birth, or
- b) an alphabetical code which is a recognisable part of their name.

Any act by a Cardholder that breaches condition 28.4(a) or (b) may mean that you are liable for losses caused by unauthorised Transactions caused by a breach of the security of the Password, PIN, Secret Code, electronic equipment, Card or Card Details.

#### 28.5 Equipment security

You and your Additional Cardholder(s) must take all reasonable steps to protect the security of your respective computer hardware and software, and electronic equipment. Reasonable steps include:

- or computer hardware and software: protecting computers from viruses and maintaining passwords, and

- for mobile phones, tablets and similar devices: setting screen lock passwords and ensuring that others do not have access to the use of the device (including by ensuring that the only fingerprint or other biometric authentication able to access the device is the Cardholder's).

You and your Additional Cardholder(s) must log out from Online Services at the end of each session.

You acknowledge that, for security purposes, we reserve the right at any time to log you and any Additional Cardholder(s) out of Online Services, for example if you or the Additional Cardholder are inactive for a period of time after having logged on.

It is important that, if you or an Additional Cardholder wish to use a fingerprint or other biometric authentication to log in to Online Services or an electronic device (including a computer) capable of accessing Online Services, no fingerprints or other biometric authentication other than yours or the Additional Cardholder's are able to be used to access the device. If someone else's fingerprint or other biometric authentication can be used to access the device, that person may be able to view your Account and perform Transactions in Online Services. We will treat as authorised, and you will be responsible for, any Online Services Transactions performed using a fingerprint or other biometric authentication that is able to be used to access the device.

## Condition 29

To make it clearer when you will and won't be liable for unauthorised Transactions on your Account, condition 29 is deleted in its entirety and replaced with:

### 29 Liability for unauthorised Transactions

**29.1** *This condition 29 applies to Card Transactions carried out using your Card and / or Card Details and Online Services Transactions carried out using an Access Method, without your knowledge or consent (unauthorised Transactions). You are liable for all Transactions that are carried out with your knowledge or consent (subject, in the case of Card Transactions, to the chargeback rights (if any) under condition 37).*

*You must contact us immediately using the details on the last page of these Conditions of Use if you believe an unauthorised Transaction has taken place on your Account.*

### 29.2 When you are not liable

*You are not liable for an unauthorised Transaction that occurs:*

- due to the fraudulent or negligent conduct of:*
  - *our employees or agents*
  - *companies involved in networking arrangements, or*
  - *merchants, their agents or employees*
- because the Card, Card Details or Access Method is forged, faulty, expired, or cancelled*
- before the Cardholder received the Card or Secret Code(s), where one or more of them was required to complete the Transaction*
- due to the same Transaction being incorrectly debited more than once to the same Account*

*e) after we have been notified that the Card, Card Details or other electronic equipment have been misused, lost or stolen or the security of the Secret Code(s) or other electronic equipment has been breached, or*

*f) where it is clear that you or the Additional Cardholder have not contributed to such losses.*

### 29.3 When you are liable

*Subject to this condition 29.3 and conditions 29.4 and 29.5, you will be liable for actual losses arising from unauthorised Transactions that occurred before you notified us of the loss, theft, misuse or breach of security in relation to your Card, Card Details, other electronic equipment or Secret Code (as relevant) where we can prove on the balance of probabilities that you or an Additional Cardholder contributed to the loss:*

- through fraud*
- through contravention of the security requirements in condition 28*
- by leaving a Card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM)*
- where a Transaction is performed using your Card Details without the Card, by keeping a record of your Card Details insecurely, or*
- by unreasonably delaying reporting the misuse, loss, theft or breach of security in relation to your Card, Card Details, electronic equipment or Secret Code, as relevant (although you will only be liable for the actual losses that occur after you became aware, or should reasonably have become aware, of the relevant misuse, loss, theft or breach of security).*

### 29.4 When your liability is limited

- Where condition 29.3 applies, you are not liable for any of the following amounts:*
  - that portion of the losses incurred on any one day which exceed any applicable periodic Transaction limit(s) notified to you*
  - that portion of the losses incurred in a period which exceeds any other periodic Transaction limit(s) notified to you and applicable to that period*
  - that portion of the total losses incurred on any Account which exceeds the Credit Limit, regardless of whether your Account is able to exceed the Credit Limit in accordance with condition 8*
  - all losses incurred on any Accounts which we had not agreed could be accessed using the Card, Card Details or Secret Code, or*
  - losses (or the portion of losses) which we are able to recover by exercising any relevant rights we have against a merchant.*
- Where condition 29.3 does not apply, and a Secret Code was required to perform the unauthorised Transaction, you are liable for the least of:*
  - \$150, or*
  - the Credit Limit (plus any credit balance), or*

iii. the actual loss at the time we are notified (where relevant) that the Card, Card Details or electronic equipment has been misused, lost or stolen or that the security of a Secret Code or electronic equipment has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily Transaction or other periodic Transaction limit(s) notified to you).

c) *If you are unable to contact us by phone to report an unauthorised Transaction because our lines are unavailable, you will not be liable for unauthorised Transactions which could have been prevented had we been contactable, provided we are told of the unauthorised Transaction or that the Card, Card Details or electronic equipment has been misused, lost or stolen or that the security of a Secret Code or electronic equipment has been breached within a reasonable time after our telephone facilities become available again.*

**29.5** a) *Subject to the below, we will be responsible to you for loss caused by the failure of our equipment or systems to complete a Transaction accepted by our equipment or systems in accordance with a Cardholder's instructions.*

*If our systems or equipment malfunction, and a Cardholder was or should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in the Account, and the refund of any charges or fees imposed as a result of those errors.*

b) *We will not be responsible if a Terminal, ATM or any other electronic equipment does not accept your instructions or your Card.*

*In the event of a Terminal malfunction or breakdown, you may still be able to perform a Transaction through manual means (including, for example, an imprinter). In such a case, you are liable for the actual loss arising from the Transaction at the time we are notified of the unauthorised Transaction less any amount we can subsequently recover by exercising our chargeback rights (if any) under condition 37. However, if your actual losses on any one day (or in any period) exceed any applicable daily Transaction limit (or other periodic Transaction limit), your losses will be reduced to that limit instead.*

### **29.6 Account data sharing services**

*Some third parties provide data sharing services which require you to hand over your Secret Code(s). For example, budgeting apps or account services that allow you to view account information from different institutions in the one place. If you disclose any of your Secret Code(s) to a third party (including another financial institution), you will be liable for any Transactions on your Account made by that third party using that Secret Code(s). Refer to conditions 28 and 29 for more information on security and liability.*

**29.7** *If you have any query or complaint concerning Transactions on your Account:*

a) *you must notify us of any such query or complaint by calling us on the telephone number or writing to us at the address listed on the last page of the Conditions of Use*

*b) you must give us all information we request to help us resolve your query or complaint, and*

*c) if we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for investigating it. If we are a linked credit provider of a supplier under trade practices or consumer credit legislation, you may have rights with us in relation to goods or services which are the subject of a Purchase. Subject to those rights, and any other applicable laws, we are not responsible or liable:*

- i. if a supplier or other person refuses to accept or honour any Card, no matter what the reason, or*
- ii. for any defect or deficiency whatsoever in respect of any goods or services (for example, with respect to the quality of any goods or services) or their fitness for any purpose.*

### **Condition 30**

To make it clearer what may happen if you breach the Conditions of Use, effective 1 January 2019, condition 30 is deleted in its entirety and replaced with the following:

#### **30 What happens if you breach these conditions?**

##### **Default**

*If you don't make the payments you are required to make under these Conditions of Use, you will be in default.*

*If you are in default because you have not made the payments you are required to make under these Conditions of Use, we may send you a notice which requires you to fix the default by paying us any overdue amounts plus any applicable interest and fees by a certain date (which will appear in the notice). There are some circumstances in which the law doesn't require us to send you a notice when you are in default – for example, where we have attempted to contact you but have been unable to do so.*

*If you don't fix the default by paying the amount set out in the notice by the date set out in the notice, we may do some or all of the following:*

- decide that, without further notice to you, you must immediately pay us the whole Balance Owing On The Account (plus interest, fees and enforcement expenses, as relevant), not just the required payments you failed to make (this is called "acceleration" of your debt)*
- take steps to list the default on your credit file*
- commence or continue debt recovery proceedings against you in court, and / or*
- close your Account.*

*You will also be in default if:*

- you become bankrupt*
- enforcement proceedings are taken against you by another creditor*
- we believe, on reasonable grounds, that you have not complied with the law or any requirement of a statutory authority*
- you use the Account for a purpose not approved by us, or*



- we reasonably believe that you have given us information or made statements that are incorrect or materially misleading,

and the event is material in nature or we reasonably believe it is likely to have a material impact on your ability to make the payments you are required to make under these Conditions of Use or on our risk. If a default other than not making the payments you are required to make under these Conditions of Use occurs but it can be remedied, we will give you a reasonable time to remedy it and tell you what this period is (unless we reasonably believe that doing so will impact our ability to manage an immediate risk). If you do not remedy the default within the period we specify, we may accelerate your debt so that the entire Balance Owing On The Account (plus interest, fees and enforcement expenses, as relevant) becomes due, commence or continue debt recovery proceedings against you and / or close your Account.

If you are experiencing financial difficulty, including where you are having trouble paying the amounts you owe under these Conditions of Use, it's important that you contact us as soon as possible. We may be able to work with you to develop a solution to pay the amount due. The sooner you contact us, the easier it is for us to help.

If, in future, you apply for a credit contract with a member of the Macquarie Group that will be guaranteed by another person, we are required to provide any notice of demand we have made on you in the past 2 years to the proposed creditor and to the potential guarantor.

### Condition 31

To make the situations in which we may suspend your Account clearer, effective 1 January 2019, condition 31 is deleted in its entirety and replaced with the following:

#### 31 How we may suspend your Account

Sometimes we may need to suspend your Account.

This means we may:

- restrict or temporarily suspend your ability to make any further Transactions on the Account
- restrict or temporarily suspend your ability to make further Cash Advances on the Account
- block a proposed Transaction (or type or class of Transaction) on your Account, rather than suspending all Transactions on your Account
- suspend your participation in a rewards program, including restricting your ability to redeem under the program
- suspend your access to Online Services
- reduce the Credit Limit of your Account (including limits set for non-Purchase Transactions) as stated in condition 9, and / or
- choose not to re-issue any Card.

In addition to any of the other circumstances set out in these Conditions of Use, we may (but are not obliged to) suspend your Account or block a Transaction if:

- you breach, or we suspect you have breached, these Conditions of Use
- an Additional Cardholder breaches, or we suspect they have breached, these Conditions of Use

- you do not provide us with any information that we have asked you to provide
- you use a special promotion or other offer in a way that we determine to be inappropriate
- we are notified of your death, bankruptcy or loss of capacity
- you behave in a way towards our staff, our service providers or other customers that we reasonably consider to be inappropriate
- we reasonably believe it necessary in order to prevent the occurrence of fraud
- you are (or we reasonably believe you are) using the Account to conduct Transactions for business purposes (as described in condition 10.6)
- you are (or we reasonably believe you are) using the Account to conduct related party Transactions (as described in condition 10.6)
- we reasonably believe your Account is being used in a way that may cause loss to you or us (including, without limitation, where unauthorised Transactions have been reported on the Account)
- we become aware of any dispute which in our reasonable opinion has a bearing on the Account, including without limitation as to who owns an Account, or whether instructions provided to us are authorised or valid
- we receive information indicating that you are in default on another credit contract held with us or another credit provider
- your use of the Account indicates to us that future financial difficulty is possible on the Account
- we are required to by law (including, without limitation, any Anti-Money Laundering or Counter-Terrorism Financing laws and sanctions) or a court order
- in the case of Online Services, we experience unexpected technical or security issues or problems
- we reasonably believe that you are using your Account in a way that could damage the reputation of the Macquarie Group, and / or
- we determine, acting reasonably, that it is otherwise necessary to do so.

If we exercise our rights to suspend your Card or Account, you must continue to make payments to the Account in accordance with condition 15.

To the extent permitted by law, we are not liable for any loss or damage arising from suspending your Account or blocking a Transaction on your Account.

We will act reasonably in relation to any decision to suspend an Account.

We will notify you if we decide to suspend your Account. Where possible and appropriate, we will endeavour to give you prior notice. If we cannot contact you or providing advance notice would be impracticable or inappropriate (for example, where we suspect fraud on your Account) we will generally notify you as soon as practicable afterwards.



### Condition 32

The existing condition 32 is moved down to become the new condition 34. In its place, the following is inserted:

#### 32. Requesting us to close the Account

You can request closure of the Account at any time by telling us online, in writing or by calling us.

*We will tell you what is required to close your Account when you make a request. This may include, without limitation, taking the actions described in condition 34.*

### Condition 33

To make the situations in which we may close your Account clearer, effective 1 January 2019, condition 33 is deleted in its entirety and replaced with the following:

#### 33 How we may close the Account or cancel a Card

*At our reasonable discretion, we may cancel any Card or close the Account or do both at any time.*

*Without limiting the reasons why we may do so, this may happen if:*

- *we reasonably consider you induced us to issue any Card by fraud*
- *we reasonably believe the Card is being used in a way that may cause loss to you or us*
- *you are (or we reasonably believe that you are) in breach of these Conditions of Use including, without limitation, where you are in default as described in condition 30*
- *you move overseas*
- *you behave in a way towards our staff, our service providers or other customers that we consider inappropriate*
- *the Account becomes inactive and has a nil balance, or*
- *your Account has a credit balance and becomes subject to unclaimed monies laws.*

*In exercising our discretion, we will act reasonably.*

*If we suspect that there has been fraud committed in respect of the Account, we may suspend the provision of credit until the fraud has been investigated. We may cancel the Account after an investigation into the fraud if we believe such action is reasonably necessary.*

*If we close your Account or cancel a Card, we will notify you as soon as reasonably possible afterwards (unless your Account has a credit balance, in which case we will notify you before closing the Account or cancelling the Card). If appropriate, we may give you general reasons for doing so.*

### New condition 34

- The newly renumbered condition 34.1 is deleted in its entirety and replaced with

#### 34.1 Payment on closure or cancellation

*If any one or more of the following occurs:*

- *you request us to close your Account under condition 32*
- *we close your Account under condition 33, or*
- *we cancel your Card under condition 33,*

*then you must immediately:*

- *stop using the Account and all associated Cards*
- *cut all Cards into pieces*
- *cancel any recurring direct entry debits, and*
- *pay the Balance Owning On The Account on demand or by request from us (together with amounts for Transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any fees, charges and interest incurred before closure or cancellation – condition 29 applies if a Card is used without your knowledge or consent during that period). You must also repay any credit provided between the time of closure or cancellation of the Account or any Card issued on the Account and the time all Cards are destroyed. These Conditions of Use continue to apply until the balance is reduced to nil following closure and interest, fees and charges and our reasonable enforcement expenses will continue to be chargeable until this occurs.*

- The newly renumbered condition 34.3 is deleted in its entirety and replaced with:

**34.3** *You must also pay the reasonable enforcement expenses we reasonably incur in enforcing these Conditions of Use. Enforcement expenses can be charged to your Account. If enforcement expenses are charged to your Account and cause your Account to exceed the Credit Limit, you may be charged an Overlimit Fee, subject to condition 8.*

### Conditions 34 to 36

The existing conditions 34, 35 and 36 are renumbered as conditions 35, 36 and 37 respectively.

### New condition 36 (and Information Statement)

In the newly renumbered condition 36.4 and in the Information Statement, references to the Financial Ombudsman Service (FOS) are deleted and replaced with references to:

**Australian Financial Complaints Authority**  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)

We've also inserted contact details for our Customer Advocate in condition 36.

### Condition 39

Condition 39 is deleted its entirety and replaced with:

#### 39 Use of Online Services

**39.1** *Your use of Online Services is subject to these Conditions of Use and any separate terms of use we publish via our Online Services platforms from time-to-time (if any).*

#### 39.2 General information on Online Services Transactions

*When you or an Additional Cardholder makes a Transaction on your Account through Online Services, the following general conditions apply:*

- a) *you should check your Account records carefully and report to us as soon as you become aware of any Transactions that you think have been made in error or which were not authorised (see condition 29 for liability for unauthorised Transactions);*
- b) *you should notify us promptly if you become aware of any delays or mistakes in processing Transactions*

- c) you authorise us, and we are entitled, to act upon any instruction received via Online Services in conjunction with the correct Access Methods and other terms agreed between you and us
- d) we will not be obliged to effect a payment instruction if:
- it is not made in accordance with these Conditions of Use or it has otherwise been prohibited by us
  - the information given to us, or requested by us, is incomplete and / or inaccurate
  - we are restricted or prohibited by law, regulation, industry code, or the requirement of a government or similar authority from permitting the payment to occur
  - the instruction is not accepted by our system
  - there is a technical failure of equipment, our system or outside our system, which causes a delay in the transmission or acceptance of the instruction
  - the financial institution to which the payment is to be made does not accept it or delays accepting it
  - your or an Additional Cardholder's right to participate in Online Services is suspended
  - there is insufficient credit in your Account to cover the amount of the payment on the day the payment is instructed to be made, or
  - the request would cause you to exceed your Credit Limit or any periodic limit we impose on your Account or your use of Online Services
- e) we will execute a payment instruction as soon as possible, however, we do not guarantee that any Transaction we are instructed to make will be made on the day or at the time requested
- f) we have absolute discretion to determine the order in which we give effect to payment instructions received.

### 39.3 Availability of Online Services

We will use reasonable efforts to ensure that access to Online Services is available on a 24-hour continuous basis. However, this may not always be possible.

### 39.4 Marketing and other communications

You acknowledge that use of Online Services may involve certain communications from us, such as service announcements, administrative messages and marketing material and that these communications are considered part of the Online Services.

### Condition 40

To ensure that it's up to date, Condition 40 has been updated and expanded.

### Condition 48

Condition 48 is deleted in its entirety and replaced with:

#### 48 Banking Code of Practice

This is a banking service to which the Banking Code of Practice ('BCOP') applies. The BCOP is an industry code which sets standards of good banking conduct for banks, their staff and their representatives.

The BCOP will apply to this agreement when Macquarie adopts the BCOP on or before 1 July 2019.

### Condition 50

To make it easier to communicate with you electronically (where you have agreed), we have expanded condition 50 to include other methods of electronic communication such as SMS and website updates, rather than just email.

### Condition 53

Condition 53 is deleted in its entirety and replaced with:

#### 53 Financial difficulty

You must inform us of any material adverse change to your financial position or if you are in financial difficulty or otherwise consider you are or will be unable to meet your repayments or any other obligations under these Conditions of Use as soon as possible. If you advise us that you are in financial difficulty and we are aware that you have outstanding loans with other members of the Macquarie Group ("Macquarie Creditors"), we may share the details you have provided to us with those Macquarie Creditors. Other Macquarie Creditors may use this information to contact you about your financial situation.

### Condition 56

Condition 56 is deleted in its entirety and replaced with:

#### 56 Assignment

You consent and agree that, subject to applicable laws, we may at any time assign all or part of our rights, title and interest under this agreement to any institution, corporation or individual. You must sign any document and take any action to give effect to this.

Any dealing with our rights does not change your obligations under this agreement in any way.

We may disclose information about you and any Additional Cardholder or this agreement to anybody involved in an actual or proposed assignment, novation or dealing by us with our rights under this agreement.

You may not assign, novate, or otherwise deal with your rights or obligations under this agreement or any document or agreement entered into or provided under or in connection with this agreement.

### New condition 59

A new condition 59 is inserted as follows:

#### 59 Court orders

If you become liable by a court order to pay any money due under this agreement, you must pay interest at the higher of the rate ordered by the court or the rate payable under this agreement.

### General

We've also made a number of minor wording and formatting updates throughout the Conditions of Use which have no material impact on your rights and obligations.

**JETSTAR MASTERCARD®  
AND JETSTAR  
PLATINUM MASTERCARD**  
CONDITIONS OF USE



EFFECTIVE 13 JULY 2018

**Important note**

This booklet does not contain all the pre-contractual information we are required by law to give you before the agreement is made. Further terms and information are in the Offer.

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The provisions of the Code of Banking Practice 1993 also apply to this agreement, if you obtain credit under this agreement wholly and exclusively for your private or domestic use.

Emergency phone numbers are on the back cover.

The meaning of capitalised words (eg Credit Limit) and some other key words are explained in Section 1, Part B.

**To activate your Card please call Card Services using the telephone number listed in the offer. If you do not agree with these conditions you should not activate or use your Card or allow an Additional Cardholder to activate their Card or authorise a Transaction on the Account.**

Card Services is a division of Macquarie Bank Limited (ABN 46 008 583 542, Australian Credit Licence 237502) which provides and administers credit and is the issuer of the Jetstar MasterCard and Jetstar Platinum MasterCard.

MasterCard is a registered trademark of MasterCard International Incorporated. *PayPass*<sup>™</sup> and Tap & Go<sup>™</sup> are trademarks of MasterCard International Incorporated.



# SECTION 1 – CONDITIONS OF USE

## Part A – The Account

### 1 Agreeing to these conditions

The first time you activate a Card or authorise a Transaction on the Account, you will automatically be agreeing to these conditions. Your Card must be activated prior to any Additional Cardholders activating their Card. These Conditions of Use then apply to all Transactions on the Account.

**If you do not agree with these conditions, do not carry out or permit an Additional Cardholder to carry out any Transaction – instead, destroy your PIN and return all Cards to us (cut in half for your protection) at the address listed on the Offer.**

If you do not activate your Card within 90 days of approval from us, we may cancel your Account.

### 2 Authority

If there are Additional Cardholders, you agree that each person may use the Account and have access to Account information without your or any Additional Cardholder's consent.

### 3 Change of personal and financial details

You must promptly tell us if you change any of your contact details including your name, phone numbers, residential address, employment and email address. You must also promptly tell us if any of your financial details change, including annual income and your regular expenses. You can do this in writing, over the telephone or via the internet by using your Access Code and Password.

You acknowledge that we rely on this information being kept up-to-date and complete.

### 4 Opening the Account

To open the Account you must:

- be 18 years old or over (unless we agree otherwise), and
- give us the identification and information we require.

### 5 Codes and passwords

When you open the Account, you will be sent an Access Code, Password, PIN and TPIN. You use this information when you operate the Account over the internet, via an ATM and when you make telephone enquiries. For security reasons we can refuse to allow you access to the Account if you cannot supply your Password, PIN or TPIN. You will need to change your Password the first time you use internet banking.

If the PIN, TPIN or Password becomes known to someone else, you must tell us immediately by calling us on any telephone number listed on the back of the Conditions of Use booklet.

### 6 Unauthorised use

You are not liable for any unauthorised use of your Card that occurs before you have received your Card and PIN. You are also not liable for any unauthorised use of an Additional Cardholder's Card that occurs before they have received their Card and PIN.

## Part B – Meaning of key words

### 7 Key words

Key words are defined in this condition 7 and the Offer document.

**Access Code** means the code allocated to you to be used with your Password to access internet and telephone banking.

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

**Additional Cardholder** means any person to whom a Card has been issued at your request under condition 11.

**Annual Percentage Rate** means a per annum rate of interest.

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

**Balance Owing On The Account** means at any time, the difference between all amounts credited and all amounts debited to your Account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**BPAY<sup>®</sup>** means the electronic payments scheme operated by BPAY Pty Ltd through which you can ask us to make payments on your behalf to billers who tell you that you can make payments to them through the BPAY<sup>®</sup> scheme.

**Card** means any Card we issue to you or an Additional Cardholder for use on the Account.

**Cardholder** means a person in whose name a Card has been issued by us.

**Card Services** means a division of Macquarie Bank Limited, 1 Shelley Street, Sydney, NSW 2000.

**Cash Advance** means a Transaction on your Account which involves you or an Additional Cardholder receiving cash using a Card. This includes a Transaction against credit balances in your Account.

**Chip** means the electronic microchip embedded in a Card used as an additional security and information storing device.

**Closing Balance** means the amount shown on a statement of account as the Closing Balance for that statement of account, and is the amount you owe us under this agreement on the closing date for the Statement Period.

**Credit Limit** means your Credit Limit shown in the Offer, as we may agree to vary it from time to time.

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

**EFT Transaction** means a Transaction conducted by electronic means including over the telephone or via the internet.

**Interest Free Finance** means a Special Promotion identified by us to you as “interest free”, including, but not limited to, “Fly Interest Free”.

**International Transaction** means any Transaction made using a Card:

(a) in a currency other than Australian dollars with a merchant or financial institution located in Australia, or

(b) in Australian dollars or any other currency with a merchant or financial institution located outside Australia.

**MasterCard® PayPass™** is a contactless method of authorising Purchases by tapping your Card in front of a secure MasterCard PayPass™ reader at a merchant.

**Macquarie Group** means Macquarie Group Limited ABN 94 122 169 279, its related bodies corporate and its successors and assigns.

**Minimum Payment Due** means the amount as described in the Offer.

**Offer** means the Offer document which is part of this agreement.

**Password** means the password we issue to a Cardholder used for internet banking.

**Payment Due Date** means the date stated on your statement of account by which the Minimum Payment Due must be paid.

**PIN** means the personal identification number for use with a Card.

**Promotional Rate** means the Annual Percentage Rate as stated in the Offer that applies to Special Promotions.

**Purchase** means each amount:

- (a) charged by the supplier for the supply of any goods or services purchased by the use of a Card (including a BPAY Transaction), except for amounts which are Cash Advances and Special Promotions, or
- (b) treated by us as a Purchase under condition 12.

**Special Promotion** means, during any specified term or period, any Transaction or promotional offer we identify as a special promotion (including, but not limited to, balance transfers).

**Statement Period** means the period specified on a statement of account as the statement period, and is the period to which the statement of account relates.

**Terminal** means any electronic device facilitating Transactions on the Account through the combined use of a Card and a PIN or Cardholder signature or, where the Transaction is at a MasterCard® PayPass™ secure reader, through the use of a Card. Terminal includes ATMs, EFTPOS outlets and MasterCard PayPass secure readers.

**TPIN** means the personal identification number we issue to Cardholders used for telephone banking.

**Transaction** means any transaction authorised by the use of a Card or any other means we authorise from time to time. A Transaction includes but is not limited to a Purchase, Cash Advance or Special Promotion.

**we, us or Macquarie** means Macquarie Bank Limited ABN 46 008 583 542 Australian Credit Licence 237502 and its successors and assigns.

**you** means the person or persons named in the Offer as the customer. You does not include an Additional Cardholder. If there are two of you, you means each of them separately and both of them jointly. You includes your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- any thing includes the whole and each part of it
- including means including without limitation, and
- a document includes any variation or replacement of it.

## **Part C – Credit Limit**

### **8 Your Credit Limit**

Your Credit Limit is shown in the Offer. This is the maximum amount of credit for which you have been approved on the Account, including any accrued interest charges and fees. The limit for non-Purchase Transactions such as Cash Advances or balance transfers may be different to your Credit Limit. If the limits applicable to these types of Transactions differ, we will notify you of these individual limits.

You should tell an Additional Cardholder about your Credit Limit. You are responsible if the Credit Limit is exceeded.

If the Balance Owing On The Account is more than the Credit Limit, you must immediately repay us the excess amount. If there is an overdue amount shown on a statement, you must also immediately pay us that amount. We need not ask you for those amounts first. The payments are in addition to your normal repayment obligation (see condition 15).

If you exceed your Credit Limit, you may be charged an Overlimit Fee for this service and you must immediately pay the overlimit amounts. If your Account was approved on or after 1 July 2012, you can exceed your Credit Limit only if you have provided us with your express consent. You may vary your consent at any time by contacting us. If your Account was approved before 1 July 2012, you can avoid exceeding your Credit Limit by asking us to decline Transactions that will take you over your Credit Limit.

If you have prevented your Account from exceeding your Credit Limit in accordance with the above procedure relevant to your Account, this will not prevent all Transactions that may take you over your Credit Limit. For example, it will not prevent you being taken over your Credit Limit where transactions are conducted manually and authorisation is not checked, where the transaction amount is below a certain amount and any accrued interest, charges and fees that are applied to your Account in accordance with these Conditions of Use.

### **9 Changing your Credit Limit**

You may apply to us to increase your Credit Limit and, if we decide to do so, we must tell you the new Credit Limit in writing, which may be on your statement.

We may reduce the Credit Limit or stop providing further credit at our discretion, including in circumstances where you are in breach of these Conditions of Use, or are not making the Minimum Payments Due. If we do so, we will tell you in writing.



## Part D – Cards and Additional Cardholders

### 10 Cards

- 10.1 You must sign your Card as soon as you receive it. You must ensure that any Additional Cardholder does likewise. A Card is not valid unless it contains a Cardholder's signature.  
Each Card is for the sole use of the person named on it.
- 10.2 There is an expiry date on your Card. The relevant Cardholder must not use a Card after that date. We may issue each Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.
- 10.3 Each Card remains our property. We may issue replacement Cards to you and any Additional Cardholder at any time. All Cards are subject to these Conditions of Use and any subsequent terms and conditions that may be issued in respect of the Account.
- 10.4 Cardholders must keep their Card in a safe place at all times. It is best to carry it with you. Do not leave it where anyone can see it or take it. Do not leave it in a car, at home or at work. If a Cardholder does not use their Card regularly, the Cardholder must still check that the Card is secure.
- 10.5 Transactions made with the Card by electronic equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. These limits may vary between different types of equipment. MasterCard® *PayPass*<sup>TM</sup> Transaction limits may apply independently to limits on your Card and each Card held by any Additional Cardholders. These limits vary depending on the country the merchant is located in, and what types of goods and services the merchant sells. To find out the current Transaction limits (including MasterCard *PayPass* transaction limits), please contact us. For information about MasterCard *PayPass* acceptance locations please go to [www.mastercard.com/paypass](http://www.mastercard.com/paypass).
- 10.6 A Card must not be used:
- by any person other than the Cardholder whose name and signature appears on the Card
  - after the expiry date on the Card
  - when the Card is suspended or cancelled
  - after you have requested that we close your Account, or we have notified you that we will be closing your Account in accordance with Part H of these Conditions of Use below, or
  - for the purpose of conducting business transactions or unlawful activities, determined at our discretion.

See conditions 28–29 for more information about looking after Cards and PINs, and for when you will be liable for their misuse.

### 11 Additional Cards

- 11.1 You may nominate up to four people who are 16 years or older (unless we agree otherwise) to be your agent to operate on the Account. If approved, we will issue that person with a Card linked to the Account and a PIN.  
You should ensure that any Additional Cardholder has read and complies with these Conditions of Use. If your Additional Cardholder does not comply with them, you will be held to be in breach of these Conditions of Use.

- 11.2 We will not issue more than four additional Cards on an Account.
- 11.3 You consent to us giving an Additional Cardholder information about the Account. We may at our discretion seek your confirmation before processing certain Additional Cardholder requests.
- 11.4 All Transactions made using an Additional Card are charged to the Account. You are liable to pay for (or to repay) any credit provided (or losses incurred) to any Additional Cardholder. Accordingly, you are responsible for paying for all these Transactions as if you had used the Card yourself.
- 11.5 You must notify us if you want to cancel an Additional Card or stop an Additional Card from being used. Upon notifying us of this, you must return the Additional Card, or ensure that the Additional Card is destroyed. In certain circumstances, where you have not returned or destroyed the Additional Card, due to technological restraints (for example, where transactions are conducted manually and authorisation is not checked, or where the transaction amount is below a certain amount) we will not be able to cancel the Additional Card or stop Transactions occurring. In these circumstances you remain responsible for all Transactions made with an Additional Card prior to its return to us. You must ensure that the Additional Cardholder cancels all recurring direct entry debit authorities relating to the Additional Card.

## 12 Using the Card

### 12.1 Using the Card to obtain goods and services

#### At a merchant

Cardholders can use the Card to obtain goods and services at participating merchants (such as shops, restaurants and theatres).

We are not responsible if a merchant refuses to accept the Card, or places other limitations on using the Card.

We have no control over the hours a merchant may be open for business. The hours during which a Terminal will be available may therefore vary in accordance with the merchant's opening hours. Cardholders must check that the correct amount is entered in a Terminal or written in the "total" box on a voucher before they authorise the Transaction or sign the voucher.

#### Through mail order, the internet and telephone

Cardholders can use the Card to obtain goods and services by mail order, over the internet and by telephone where the merchant accepts that form of payment.

Some Transactions need authorisation from us. Acting reasonably we may choose not to authorise a proposed Transaction, including in circumstances where we consider it is reasonably necessary to protect you or us against losses, if we suspect fraudulent Transactions, or if you are in breach of these Conditions of Use.

#### Using MasterCard® *PayPass*™

You can use MasterCard *PayPass* to authorise Purchases within the MasterCard *PayPass* Transaction limits, at participating merchants which have a MasterCard *PayPass* secure reader and display the MasterCard *PayPass* logo. You can also use your MasterCard *PayPass* Card as a Chip or magnetic stripe Card. Before authorising payment for MasterCard *PayPass* Transactions, you must check that the correct amount of your Purchase is

displayed on the MasterCard *PayPass* reader or shop register. For some Transactions using MasterCard *PayPass* you will not be required to enter a PIN, TPIN or Password. Even if no PIN, TPIN or Password is required for a MasterCard *PayPass* Transaction, a MasterCard *PayPass* secure reader will be treated as a Terminal and you have the benefit of condition 29 (unauthorised use) in respect of MasterCard *PayPass* Transactions. Subject to condition 29, Transactions authorised by MasterCard *PayPass* are treated as authorised and debited to your Account.

#### Goods and services

We are not responsible for the provision or quality of goods or services purchased using a Card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant or ask us about your chargeback rights as outlined in condition 36.

### 12.2 Using the Card to obtain Cash Advances

Subject to our discretion, condition 8 and the remainder of this condition 12.2, Cardholders may use their Cards to obtain Cash Advances. If we block or limit a Cardholder's ability to obtain Cash Advances, we will notify you as soon as practicable. We will act reasonably in relation to any decision to block or limit a Cardholder's ability to obtain Cash Advances and will do so in circumstances where we consider it is reasonably necessary to protect you or us against losses, if we suspect fraudulent Transactions, or if you are in breach of these Conditions of Use.

#### ATMs

Cardholders can use the Card in combination with their PIN to obtain cash up to the daily cash limit subject to the available Credit Limit from any ATMs of our associated financial institutions. Your daily cash limit is shown in your Offer, and may be varied by us from time to time, acting reasonably. If we vary your daily cash limit, we will notify you as soon as practicable. Providers of ATMs may charge you a fee at the ATM for using this service. At ATMs in Australia, the amount of the fee will be disclosed to you at the time of the transaction. We do not warrant that ATMs will always have money available. There are limits on the amount of cash you can obtain from an ATM in Australia on any one day. Some ATMs have a lower transaction limit than your daily cash limit. This means that you may have to make two or more withdrawals to reach your daily limit. The limits for any Cash Advance by using your Card in an ATM overseas on any one day may vary from place to place.

#### Using MasterCard® *PayPass*™

You cannot use MasterCard *PayPass* to authorise Cash Advances.

#### Other financial institutions

You may also be able to obtain a Cash Advance on the Account by presenting your Card at a branch counter of other financial institutions that accept your Card. Some other financial institutions may charge you a fee for doing so. The minimum and maximum amount of Cash Advance from any other financial institution or from an institution outside Australia is determined by them and may vary from one to another. Other financial institutions may require other identification which identifies the holder of the Card (such as a photographic driver's licence or a passport) as well as your Card before giving you a Cash Advance.

The types of transactions available at ATMs provided by other institutions depend on those institutions.

### 12.3 Recurring direct entry debits

Any credit obtained by a direct entry debit is treated as a Purchase.

You may at any time authorise a merchant or other third party to transact on your Account. If you wish to cancel or make alternate payment arrangements for a recurring direct entry debit authority, you should contact the merchant or third party directly. You should be aware that providing authorisation to a merchant to transact on your Account for an unspecified amount can result in your Account being charged non-standard, unexpected and possibly large amounts by that merchant. You should therefore exercise caution when providing Account authorisation to any merchant.

If a Card is cancelled, access to your Account is cancelled or your Account number changes (for instance, if your Account is closed or a Card is lost, stolen or used without a Cardholder's authority), you must cancel any recurring direct entry debit authorities authorised to be made to your Account by direction to the merchant or notify the merchant of the details of any new Card number. If you fail to provide alternative payment details to the merchant, we may, after giving notice to the merchant, stop processing the Transactions, which may cause the merchant to stop providing the goods or services.

### 12.4 EFTPOS transactions

EFTPOS transactions are treated as Purchases for interest calculation purposes if you select the "credit" button when making the transaction.

### 12.5 Special Promotions

We may provide a Special Promotion on your Account from time to time on such terms and conditions as we determine, including the Transactions eligible for the Special Promotion, the Annual Percentage Rate and any applicable fees or charges.

Each Special Promotion will be subject to those terms and conditions as well as your Credit Card – Conditions of Use. Use of a Card or your Account to conduct a Transaction in accordance with a Special Promotion will constitute your acceptance of the terms and conditions of that Special Promotion. The Special Promotion will be shown on your next statement, and this statement will be taken to be notice to you of the change in the terms of your Account as it relates to the Special Promotion.

### 12.6 Using the Card – Additional Cardholders

Each Additional Cardholder may use their Card on the same terms as those which apply to you under this condition 12 (see condition 11 which explains your liability for those Transactions).

## 13 Using a Terminal

When a Cardholder uses a Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal.

A Card may be retained in a Terminal if a Cardholder incorrectly enters their PIN three consecutive times.

Money is at your risk from when it is available to a Cardholder at an ATM.



## Part E – Statements, charges and payments

### 14 Statements

We send you a monthly statement for the Account. However, we need not send you a statement if:

- (a) no amounts have been debited or credited to the Account during the Statement Period (other than debits for government charges, or duties, on receipts or withdrawals) and the amount outstanding is below \$10 or your Account is in credit for less than \$10, or
- (b) we wrote off your debt during the Statement Period and no amounts have been debited or credited to the Account during the Statement Period.

All amounts requiring payment are shown on the statement in Australian dollars.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us as soon as you become aware of it.

### 15 Monthly payments

You are responsible for paying the closing Balance Owing On The Account shown on the statement but you need not pay the entire Closing Balance each month. However, you must pay the Minimum Payment Due for each statement by the Payment Due Date shown on the statement. Any overdue or overlimit amounts are payable immediately. You may pay more or all of the Closing Balance outstanding if you wish. If you do not make a Minimum Payment Due by the Payment Due Date or pay any overdue or overlimit amounts, we may transfer money from your other accounts, even if any of your other accounts are held by you jointly with other persons. We do not have to do this and your obligation to pay that amount will not change if we do not transfer money from your other accounts.

### 16 Transactions

We may assign any date we consider appropriate to a debit or credit to the Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant Transaction occurs). However, we credit payments to the Account as soon as practicable after we receive them. This is not necessarily the same day that you pay. Payments received after 3.00 pm Monday to Friday or on weekends or public holidays may be deemed to be received on the next business day. We may subsequently adjust debits and credits to the Account and the Balance Owing On The Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

### 17 How International Transactions are treated

International Transactions made in a foreign currency are converted from the currency of the Transaction to the Australian dollar equivalent as at the date they are processed at rates determined by the MasterCard International card scheme, using either a government-mandated exchange rate or a wholesale exchange rate, as part of the currency conversion process.

All International Transactions are listed on your statement in Australian dollars and, where applicable, the foreign currency of the Transaction.

You are also charged an International Transaction Fee for all International Transactions, the details of which are outlined in your Offer or have otherwise been notified to you in accordance with condition 21.

## **18 Your Obligation to repay all amounts**

Subject to condition 15, you must pay us for all amounts debited to the Account. These include:

- (a) amounts shown on payment vouchers for goods and services obtained from a merchant either directly, by mail, telephone order, email or otherwise
- (b) the amounts of all Cash Advances
- (c) the amounts of all other Transactions using a Terminal or made at any branch of any financial institution
- (d) interest charges, and
- (e) any of our other fees and charges as shown in the Offer or in condition 21. Once paid, any fee correctly charged is non-refundable. You are also liable for unauthorised use of your Card as set out in condition 29. If you exceed your Credit Limit, you are immediately liable to repay the overlimit amount and you may incur an Overlimit Fee.

## **19 Annual Percentage Rate**

The Annual Percentage Rate which applies to your Account is shown in the Offer or as advised from time to time. A different rate may apply to different types of Transactions, for example a higher Annual Percentage Rate may apply to Cash Advances.

We may change any Annual Percentage Rate at any time (except in relation to a Promotional Rate that is fixed for a specified period). We will act reasonably in changing any Annual Percentage Rate. The new Annual Percentage Rate applies from the date we specify in the notice or statement we provide under condition 27.

For details of current interest rates refer to your statement or contact Card Services.

## **20 Interest charges**

20.1 Subject to condition 20.2, an interest charge is payable by you on each amount of credit provided under your Account. The interest charge will be debited to your Account at the end of each Statement Period and is the sum of the monthly interest charges for each different balance type. The monthly interest charge for a balance type is the sum of the daily unpaid balances on your Account for that balance type multiplied by the applicable Daily Percentage Rate, for each day in the Statement Period. The daily unpaid balance for a balance type is the sum of the unpaid Transactions for that balance type (from and including the dates assigned to the Transactions) plus applicable fees and charges and interest.

Interest charges become part of the relevant daily unpaid balance for a balance type on the day they are debited to your Account, but after interest charges are calculated for that day.

The interest charges will be calculated up to and including the day on which they are debited.

## 20.2 Interest-free period

No interest charges will be charged on a Purchase if the Closing Balance (excluding any Interest Free Finance balances that are in the specified promotional term or period) for:

- the statement of account on which the Purchase was itemised, and
- the previous statement of account,

are paid in full by the Payment Due Date shown on the respective statements.

If the Closing Balance (excluding any Interest Free Finance balances that are in the specified promotional term or period) on the last statement before the statement on which a Purchase was itemised was not paid in full by its Payment Due Date, interest charges on the Purchase will first be debited to your Account on the closing date of the Statement Period in which the Purchase was debited. Otherwise, interest charges on a Purchase will first be debited to your Account on the last day of the Statement Period after the Statement Period in which the Purchase was debited. There is no interest-free period with respect to Cash Advances.

## 20.3 Credit balances

We do not pay interest on any credit balance in the Account.

## 21 Fees and other charges

21.1 We may charge the fees and charges shown in the Offer and any changed or new fees or charges notified to you. We will act reasonably in introducing new fees or charges.

21.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals under this agreement or duties charged relating to the use of a Card or to Transactions on your Account or both, in each case calculated in accordance with the relevant legislation. These are payable when they are debited to your Account. You are liable to pay these amounts whether or not you are primarily liable for such charges and duties.

21.3 Details of our current fees and charges are available by contacting Card Services.

## 22 Refunds

We will only credit a refund to the Account if we receive information acceptable to us, acting reasonably. A refund will not be treated as a payment to the Account.

## 23 How to pay

You can make payments:

- (a) by direct debit from other banks
- (b) by posting a cheque together with the payment slip to the address set out on your statement, or
- (c) by other methods we make available as set out on your statement and our website.

You must pay in Australian dollars in Australia. It is not possible to make repayments in foreign currency or in person overseas.

However, if you are overseas when a payment is due, you must still ensure that any minimum payment is made by other means. If you are late making a payment you may incur a Late Payment Fee.

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

24.1 If your Account was approved prior to 1 July 2012, payments are applied to amounts shown on your statements of account in the following order: interest, Special Promotions, fees, insurance premiums, Purchases and Cash Advances. Where a payment exceeds those amounts, it is generally applied to amounts since your last statement in the following order: interest, Special Promotions, fees, insurance premiums, Purchases and Cash Advances. Within each of these balance types, payments are applied to amounts owing in order, starting with the amounts to which the lowest Annual Percentage Rate applies.

Where a payment has been credited and is subsequently reversed (for example, if a cheque payment is dishonoured), we will debit the payment to your Account. We may reverse the application of the original payment and will treat the payment reversal as a Purchase.

We may, at our discretion, apply payments to your Account in accordance with condition 24.2 below.

24.2 If your Account was approved on or after 1 July 2012, payments are applied to amounts shown on your statements of account, first to the part of balances to which the highest Annual Percentage Rate applies, next to the part of balances to which the next highest Annual Percentage Rate applies and will continue to be applied to balances in descending order of applicable Annual Percentage Rate. Within each plan, payments will be applied in the following order: interest, fees, principal balance and insurance premiums (relevant only within your Purchases plan).

If your last statement of account did not have a balance, payments are applied to balances that have not appeared on your statement of account in descending order of applicable Annual Percentage Rate.

Where a payment has been credited and is subsequently reversed (for example, if a cheque payment is dishonoured), we will debit the payment to your Account. We may reverse the application of the original payment and will treat the payment reversal as a Purchase.

## **25 Set-off**

You irrevocably agree that:

- (a) all moneys payable to us by you will be paid in full and, to the extent permitted by law, free of any right of set-off or counterclaim of any kind and free and clear of, and without, deduction or withholding of any kind, and
- (b) we may (in addition to any general or banker's lien, right of set-off, right to combine accounts or any other right to which we may be entitled), without notice to you or any other person, set-off and apply any money we owe you on any account against any money you owe us on any account.



## 26 Credit balances

If your Account has a credit balance of greater than \$10,000, we may send you a cheque for the amount of the credit balance (excluding uncleared funds).

## Part F – Changes to these conditions

### 27 Changes

Subject to the matters set out in the Offer, acting reasonably we may change these conditions without your consent.

We will notify you of any unilateral change by us to:

- an Annual Percentage Rate, and
- the amount of any credit fee or charge or the frequency or time for payment of a credit fee or charge,

in writing or by advertising the change in a newspaper circulating through your State or Territory. We will notify you of these changes not later than:

- for a change to an Annual Percentage Rate – the date the change takes effect, or
- for a change to a credit fee or charge – 30 days before the change takes effect.

If we notify you of a change by advertisement, we will also give you particulars of the change with your next statement of account after the changes take effect.

We will notify you of any other change that we make unilaterally (including the introduction of a fee or charge, other than a government charge publicised by the government, government agency or representative body) by giving you written notice of the change not later than 30 days before the change takes effect. In making any unilateral change we will act reasonably.

If you are not satisfied with any change or variation to these Conditions of Use you may terminate your Account with us. We will not charge you a termination or account closing fee, however termination of your Account will be subject to all outstanding obligations under these Conditions of Use being duly discharged.

## Part G – Card and PIN security

### 28 Looking after Your Card

28.1 You must ensure that a Cardholder informs us immediately if their Card, PIN or TPIN has been misused, lost or stolen. We must be given all the information that you or the Cardholder have or can reasonably obtain regarding the loss, misuse or theft.

28.2 The Cardholder must:

- (a) minimise the risk of losing their Card or allowing their Card to be used by someone else for instance by keeping their Card in sight when making a purchase and report any loss, theft or misuse of their Card in accordance with condition 28.1,
- (b) look after the PIN, TPIN or any Password at all times so as to minimise the risk of losing it or allowing it to be used by someone else.

For instance:

- do not write the PIN, TPIN or Access Code on the Card
  - do not keep the PIN, TPIN or Password near the Card in a disguised form, such as a telephone number
  - when a Password is selected, do not select a numeric sequence which represents the Cardholder's date of birth, or an alphabetical sequence which is a recognisable part of the Cardholder's name
  - do not tell the PIN, TPIN or Password to anyone else (including family, friends and our staff), and
  - if the PIN, TPIN or Password becomes known to someone else, you must tell us immediately by calling us on any telephone number listed on the back of the Conditions of Use booklet, and
- (c) use electronic equipment in a way which minimises the risk of someone obtaining unauthorised access to your Account. For instance:
- use care to prevent anyone seeing your code being entered on electronic banking Terminals, over the telephone and via the internet for instance at an internet cafe, and
  - remember to take the Card, receipt and cash from the location of an electronic banking Terminal after use.

28.3 Cardholders must comply with the following:

- (a) where we provide a Cardholder with a Card, PIN, TPIN or Password, the Cardholder must:
- (i) not voluntarily give or disclose the Card, PIN, TPIN or Password to anyone including a family member, friend or our staff member
  - (ii) not act with carelessness in failing to protect the security of the PIN, TPIN or Password, and
  - (iii) not record the PIN, TPIN or Password on the Card, or on articles liable to loss or theft simultaneously with the Card (without making a reasonable attempt to protect the security of the record), and
- (b) where we allow the Cardholder to select a Password, the Cardholder must not select:
- (i) a numeric code which represents your birth date, or
  - (ii) an alphabetical code which is a recognisable part of your name.

Any act by the Cardholder contrary to condition 28.3(a) or (b), may mean that you are liable for losses caused by unauthorised transactions caused by a breach of the security of the Password, PIN, TPIN or Card.

## 29 Liability for EFT Transactions

29.1 Where you or any Additional Cardholder want to use a Card for the purposes of an EFT Transaction through a financial institution or merchant you and any Additional Cardholder must comply with the conditions of use imposed by the financial institution or merchant as the case may be, including their withdrawal and Transaction limits.

29.2 Where your statement records an unauthorised transaction on your Account which is an EFT Transaction, you will not be liable for:

- (a) losses that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees

- (b) losses arising because the PIN, TPIN, Password or Card is forged, faulty, expired, or cancelled
- (c) losses that arise from EFT Transactions which required the use of your Card, PIN, TPIN or Password and that occurred before the Cardholder received the Card, PIN, TPIN or Password
- (d) losses that are caused by the same EFT Transaction being incorrectly debited more than once to the same Account
- (e) losses resulting from unauthorised transactions occurring after we are notified that the Card has been misused, lost or stolen or the security of the PIN, TPIN or Password has been breached
- (f) losses resulting from unauthorised transactions where it is clear that you or the Additional Cardholder have not contributed to such losses, or
- (g) losses which we are able to recover by exercising any relevant rights we have against a merchant.

29.3 You are liable for losses resulting from unauthorised transactions (which are EFT Transactions) as provided below:

- (a) where you or the Additional Cardholder contributed to the losses through your or the Additional Cardholder's fraud or contravention of the security requirements in condition 28.3, you are liable for the actual losses which occur before we are notified that the Card has been misused, lost or stolen or that the security of the PIN, TPIN or Password has been breached
- (b) where you or the Additional Cardholder contributed to losses resulting from unauthorised transactions because you or the Additional Cardholder unreasonably delayed notifying us after becoming aware of the misuse, loss or theft of the Card, or that the security of the PIN, TPIN or Password has been breached. You will then be liable for the actual losses which occur between the time you or the Additional Cardholder became aware (or should reasonably have become aware in the case of a lost or stolen Card) and when we were actually notified
- (c) however, you are not liable for any of the following amounts:
  - (i) that portion of the losses incurred on any one day which exceed any applicable daily transaction limit(s) notified to you
  - (ii) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) notified to you and applicable to that period
  - (iii) that portion of the total losses incurred on any Account which exceeds the Credit Limit, regardless of whether your Account is able to exceed the Credit Limit in accordance with condition 8, and
  - (iv) all losses incurred on any Accounts which we had not agreed could be accessed using the Card, PIN, TPIN or Password, and

(d) where neither paragraph (a) nor (b) applies, and a PIN or Password was required to perform the unauthorised transaction, you are liable for the least of:

- (i) \$150
- (ii) the Credit Limit (plus any credit balance), or
- (iii) the actual loss at the time we are notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN, TPIN or Password has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s) notified to you).

29.4 Subject to condition 29.5 we will be responsible to you for loss caused by the failure of our equipment or systems to complete a Transaction accepted by our equipment or systems in accordance with a Cardholder's instructions.

29.5 If our systems or equipment malfunction, and a Cardholder was or should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in the Account, and the refund of any charges or fees imposed as a result of those errors.

29.6 If you have any query or complaint concerning EFT Transactions on your Account:

- (a) you must notify us of any such query or complaint by calling us on any telephone number or writing to us at any address listed on the back of the Conditions of Use booklet
- (b) you must give us all information we request to help us resolve your query or complaint, and
- (c) if we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for investigating it.

29.7 If we are a linked credit provider of a supplier under trade practices or consumer credit legislation, you may have rights with us in relation to goods or services which are the subject of a Purchase. Subject to those rights, and any other applicable laws, we are not responsible or liable:

- (a) if a supplier or other person refuses to accept or honour any Card, no matter what the reason, or
- (b) for any defect or deficiency whatsoever in respect of any goods or services (for example, with respect to the quality of any goods or services) or their fitness for any purpose.

## Part H – Account closure and Card cancellation

### 30 Closing the Account

You can request closure of the Account at any time by telling us in writing or calling us. You must pay the Balance Owing On The Account and any fees and/or charges payable up to the date of termination, cut in half and return all Cards on the Account.

### 31 Cancellation and return of Cards

We may cancel any Card or close the Account or do both at any time without notice to you at our discretion. We will notify you as soon as

possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to issue any Card by fraud, or
- we believe the Card is being used in a way that may cause loss to you or us, or
- the Account becomes inactive and has a nil balance.

In exercising our discretion we will act reasonably. If we suspect that there has been fraud committed in respect of the account we may suspend the provision of credit until the fraud has been investigated. We may cancel the account after an investigation into the fraud if we believe such action is reasonably necessary. You must not use the Account and you must return all Cards on the Account (cut in half for your protection) to us immediately if:

- we close the Account
- we cancel your Cards, or
- we request you to do so.

## **32 Payments on closure, cancellation or suspension**

32.1 If you want to or we close the Account, or if we cancel a Card in any circumstances, you must immediately:

- return all Cards on the Account
- cancel any recurring direct debits entries, and
- pay the Balance Owing On The Account on demand or by request from us (together with amounts for Transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any of our fees and charges incurred before closure or cancellation – condition 29 applies if a Card is used without your knowledge or consent during that period).

You must also repay any credit provided between the time of closure or cancellation of the Account or any Card issued on the Account and the time we receive back all Cards.

32.2 We will act reasonably in making a decision to cancel a Card, or close the Account. If you are not in default under these Conditions of Use and your card is cancelled or the Account is closed, we will notify you of the amount that you are required to pay.

Any demand for repayment will include a notice period within which the repayment is to be made. In assessing a suitable notice period and making any demand for repayment, we will act reasonably.

32.3 If we exercise our rights to suspend your Card or Account, you must continue to make payments to the Account in accordance with condition 15.

## **Part I – Suspension or Cancellation of your Card or Account**

### **33 What happens if you breach these conditions?**

If you breach any of these Conditions of Use including not making the Minimum Payment Due on the Payment Due Date:

- (a) we may upon giving you prior notice:
- (i) close the Account
  - (ii) cancel any Card, or
  - (iii) require the destruction of any Card, and

- (b) we may also do any of the following:
- (i) restrict, or temporarily suspend your ability to make further transactions
  - (ii) restrict or temporarily suspend your ability to make further Cash Advances
  - (iii) suspend your participation in the rewards program, including restricting your ability to redeem under the program
  - (iv) reduce the Credit Limit of your Account (including limits set for non-Purchase Transactions as stated in condition 8)
  - (v) close the Account, or
  - (vi) choose not to re-issue any Card.

If we take any of these actions, where possible we will give you prior notice, but if we cannot contact you, or if providing notice would be impracticable, we will notify you of any action we have taken as soon as practicable after doing so.

Also, you must pay the reasonable enforcement expenses we reasonably incur in enforcing the Conditions of Use. Enforcement expenses can be charged to your Account. If enforcement expenses are charged to your Account and cause your Account to exceed the Credit Limit, you may be charged an Overlimit Fee, subject to condition 8.

You may incur a Late Payment Fee if you are late making a payment. Subject to condition 8, you may incur an Overlimit Fee if you exceed your Credit Limit.

### **34. Investigating Suspicious Transactions**

- 34.1 If we suspect that there have been fraudulent Transactions attempted on your Account, Card or any Additional Card, we may suspend the provision of credit on the Account, Card or any Additional Card, until the Transaction has been confirmed by you.
- 34.2 Where possible, we will attempt to communicate this suspension to you. However, if we do not contact you we will proceed with the suspension or blocking of the provision of credit without having provided prior notice to you. In that case, we will attempt to notify you of the suspension or blocking of your Account after the suspension or blocking occurs.
- 34.3 You acknowledge that for the prevention of suspected fraud, time is of the essence and that the suspension of an Account without your prior notice is necessary to protect your Account and both you and us from possible losses.
- 34.4 You agree that we are not responsible for any losses which you may incur as a result of us suspending the provision of credit in circumstances where we reasonably suspected fraud.

## **Part J – Errors, disputes and complaints**

### **35 Errors, disputes and complaints**

- 35.1 If you believe an error has been made, or unauthorised transactions have occurred, or you have any other questions after checking your statement, please notify us at once by calling us on any telephone number or by writing to us at any address listed on the back of the Conditions of Use booklet.



35.2 Please give us your name and Account number and any relevant details of the error or unauthorised use, including the amount involved. We may also ask you for further information.

We may place a stop on your Account if we become aware of any dispute which in our reasonable opinion has a bearing on the Account, including without limitation as to who owns an Account, or whether instructions provided to us are authorised or valid. In this case, we may place a stop on the Account until an agreement has been reached between the parties which is acceptable to us.

35.3 If we cannot solve the problem immediately, we will give you a summary of the investigation procedure we will follow. If we have not finished our investigation and told you the result and our reasons in writing within 21 days of receiving your complaint, we will let you know that we need more time.

35.4 We will complete our investigations and tell you the result and our reasons in writing within 45 days after receiving full details of your complaint unless there are exceptional circumstances, which we will write to you about. If we decide that the Account has been incorrectly debited or credited, we will adjust it (including any fees, interest and charges) and tell you in writing. If we decide that there has not been an incorrect debit or credit or we decide that you have contributed to at least part of the loss involved in an unauthorised transaction, we will give you copies of any evidence. If you are not satisfied with our decision, you may request a senior management review.

If it is determined that our decision was wrong or our procedures were unsatisfactory and these influenced the complaint result or caused unreasonable delay, we will be liable for the amount of the Transaction. If you are not satisfied with the steps taken by us to resolve your complaint, or with the result of our investigation, you may contact the Financial Ombudsman Service Limited ("FOS"). The FOS (or Financial Ombudsman) is an independent external complaints handling body approved for this purpose by ASIC. This service is available to individuals and small businesses and is free of charge.

The FOS may be contacted at:

Financial Ombudsman Service Limited

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Facsimile 03 9613 6399

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

We are bound by whatever the Financial Ombudsman decides. However, if you do not agree with the Financial Ombudsman's determination you are not bound by it and you can take the matter to court if you wish.

## 36 Chargeback information

In some circumstances, the rules of the MasterCard® International card scheme allow us to charge a Transaction on your Account back to the merchant with whom a Cardholder made the Transaction. Chargeback rights are not available in respect of BPAY payments made from your Account.

We will claim a chargeback right (if the right is available) for a Transaction on your Account if:

- (a) you ask us to do so, and
- (b) you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the Transaction is recorded.

Otherwise any chargeback we have under the rules of the MasterCard® International card scheme may be lost.

We cannot claim a right of chargeback if the right does not exist. Your claim must fall within a specific category before we can exercise our rights in respect of a disputed Transaction. The rules of the MasterCard International card scheme prevent us from disclosing details of when a chargeback is or is not available to us.

## **37 Electronic banking system malfunction**

### **37.1 Alternative procedure**

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

## **38 Certificates**

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

## **Part K – Telephone and internet banking**

### **39 Telephone and internet banking**

Your Account has access to telephone and internet banking should you choose to utilise this service. Your first use of telephone and internet banking will indicate that you have accepted this condition 39. You will be given automatic access to telephone and internet banking when your Account is approved.

When you or your Additional Cardholders use telephone and internet banking, you and/or your Additional Cardholder will receive a Password and TPIN. The Password and TPIN are confidential and we will rely on them as constituting your or your Additional Cardholder's electronic signature.

It is your responsibility to use other means of effecting a Transaction and obtaining information if for any reason you are unable to use telephone and internet banking.

We will take reasonable precautions to ensure that information transmitted by us about your Account remains confidential and protected from unauthorised access. We will not be otherwise liable for any unauthorised access by any means to that information.

We will take reasonable steps to ensure that the information that we make available to you through telephone and internet banking is correct and updated regularly at the intervals we specify from time to time. Subject to any other provisions in this condition, we will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communications network or any other circumstances beyond our reasonable control.

You authorise and direct us to act on any instructions given to us by you, an Additional Cardholder or a person using a Password or TPIN and you are liable for any such instructions. We may delay acting on, or may ask you for further information before acting on, an instruction.

You authorise us to accept any instruction that has not been cancelled by you and notified to us prior to us acting on that instruction.

We are entitled to assume that any access and operation of telephone and internet banking has been made by you, or a person authorised by you, regardless of the true identity of the person accessing and operating telephone and internet banking. You must take care to avoid us being misled as to Transactions on your Account, including forgeries or other unauthorised transactions.

Except as provided in this condition 39, we are not liable for:

- (a) any loss or damage arising from any breach by you or your Additional Cardholder's obligations under this condition 39
- (b) any unauthorised or fraudulent use of telephone and internet banking, or
- (c) any loss which you, or anyone else claiming through you, suffers if telephone and internet banking is unavailable, inaccurate or incomplete except where such loss or damage arises as a result of our negligence or default.

For the protection of you and us, we may suspend your use of telephone and internet banking without prior notice:

- (i) if we have reasonable grounds to suspect that the confidentiality of any Password or TPIN has been compromised
- (ii) if you advise us that you suspect that any Password or TPIN may be known by or have been used by another person
- (iii) if you or a user are in breach of any of your obligations under condition 39
- (iv) if any of your Accounts become overdrawn without our prior consent, or
- (v) to otherwise protect our reasonable interests.

This service allows you to send payment instructions to us via telephone and internet banking using a telephone or a computer with an appropriate internet connection.

You acknowledge that payment instructions must be received with any other relevant information by us before any deadline specified in these Conditions of Use in order to be processed by that particular business day. In this condition 39, "business day" refers to a day on which banks are able to effect settlement through the Reserve Bank of Australia and which is not a national public holiday.

We will confirm our receipt (but not the processing) of your payment instructions by issuing you with a payment identification number at the time you issue those instructions via telephone and internet banking.

We will confirm the processing of payment instructions on your statement of Account.

We will not be liable in respect of any errors or delays in relation to the receipt or processing of a payment instruction, or if the intended payee of any payment does not receive those funds.

## Part L – BPAY<sup>®</sup> scheme

### 40 BPAY<sup>®</sup> scheme

- 40.1 We are a member of the BPAY scheme and we will inform you if we cease to be a member of the BPAY scheme. The BPAY scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to billers who tell you that you can make BPAY payments to them.
- 40.2 BPAY access is only available through online and telephone banking. The terms and conditions in condition 41 will apply to you if you wish to have BPAY access to internet and telephone banking.

### 41 Information you must give us

- 41.1 You must give us any information we require to make a BPAY payment, including:
- (a) the biller code of the biller you wish to pay
  - (b) the account or payment number that the biller has advised you to use when making payments using BPAY – this is referred to as the customer reference number
  - (c) the account number of the Account from which you wish to make the payment, and
  - (d) the amount you wish to pay.

We may then debit your Account with the amount of the BPAY payment.

- 41.2 We do not have to effect a BPAY payment if you do not give us all of the above information or if any of that information is incomplete or inaccurate, or if there are insufficient cleared funds in your Account at the time you ask us to make the BPAY payment.
- 41.3 We may impose restrictions on the accounts from which a BPAY payment may be made or impose limits on the amount of BPAY payments.

### 42 Valid payment directions

- 42.1 We will treat an instruction to make a BPAY payment as authorised by you if, when it is given to us your Password or TPIN is entered and you have provided all information required under condition 41.

### 43 Payments

- 43.1 You must notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – for those errors see condition 44 below) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your Account. Condition 44 describes when and how we will arrange for such a BPAY payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 43.2 Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:
- (a) on the date you make that BPAY payment, if you tell us to make the BPAY payment before the payment cut-off time on a business day
  - (b) on the next business day, if you tell us to make a BPAY payment after the payment cut-off time on a business day, or on a non-business day, or

(c) on the day or next business day that you have nominated for a scheduled payment to take place.

43.3A delay might occur in the processing of a BPAY payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY payment
- (b) you tell us to make a BPAY payment either on a day which is not a business day or after the payment cut-off time on a business day
- (c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme, or
- (d) a biller fails to comply with its obligations under the BPAY scheme.

43.4 While it is expected that any delay in processing under this agreement for any reason set out in condition 43.3 will not continue for more than one (1) business day, you acknowledge and accept that any such delay may continue for a longer period. BPAY payments may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

43.5 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you later discover that the amount you told us to pay was:

- (a) greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess, or
- (b) less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

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

44.1 We will attempt to make sure that your BPAY payments are processed promptly by the participants in the BPAY scheme, including those billers to whom your BPAY payments are to be made. You must tell us promptly if:

- (a) you become aware of any delays or mistakes in processing your BPAY payments
- (b) you did not authorise a BPAY payment that has been made from your Account, or
- (c) you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this condition. However, except as set out in this condition 44 and condition 46, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

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

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

- (a) we cannot recover within 20 business days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

44.4 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

44.5 If a BPAY payment you have made falls within the type described in conditions 44.2, 44.3, or 44.4, then we will apply the principles stated in condition 44.3. If a BPAY payment you have made falls within both the types described in conditions 44.2 and 44.4, then we will apply the principles stated in condition 44.4.

44.6 You agree to be responsible for any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the terms and conditions in this condition 44, or
- (b) acted negligently or fraudulently in connection with these Conditions of Use.

44.7 If you tell us that a BPAY payment made from your Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your Account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent.

44.8 You acknowledge that receipt by a biller of a mistaken or erroneous BPAY payment does not or will not constitute under any circumstance in part or in whole, satisfaction of any underlying debt owed between the payer and their biller.

## **45 When a biller cannot process a payment**

If we are advised that your BPAY payment cannot be processed by a biller, we will:

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



#### **46 Damage arising from BPAY**

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

#### **47 Suspension**

We may suspend your right to participate in the BPAY scheme at any time. The circumstances in which we may suspend your right to participate in the BPAY scheme include if you or anyone acting on your behalf is suspected of being fraudulent.

### **Part M – General information**

#### **48 General information**

You may obtain from our website general information on:

- account opening procedures
- our confidentiality obligations
- dispute handling procedures
- the advisability of informing us promptly when you are in financial difficulty
- the advisability of reading the Offer and these Conditions of Use, and
- current interest rates, fees and charges.

The Conditions of Use brochures are available from our website. These contain all types of information about our banking services and the Code of Banking Practice 1993 which you may find helpful. You can also call us to obtain a copy of this information.

#### **49 National Credit Code**

This condition applies to the extent that the National Credit Code and other applicable laws apply to this agreement. If:

- (a) that Code or law would otherwise make a provision of this agreement illegal, void or unenforceable, or
- (b) a provision of this agreement would otherwise contravene a requirement of that Code or law or impose an obligation or liability which is prohibited by that Code or law,

this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or law or, if necessary, omitted.

#### **50 Electronic communication consent**

We may offer to provide you with statements, notices and other information relating to your Account by email or by making this information available at our website.

Where you consent to us communicating electronically, you authorise us to act on instructions we have received electronically. This consent and authority will apply to all communications permitted to take place electronically by law (including any applicable industry Code or Code of Conduct) including but not limited to:

- (a) statements of your Account
- (b) notices and other documents from us to you about your Account, and
- (c) variations to these Conditions of Use.

This offer may be on the application form or by separate notice to you by any agreed means.

We will rely on this consent to communicate with you by email to the email address that you have notified to us, or by making a notice available for you to access on our website.

For example, we may send an email to your email address each month to tell you that the statement of your Account can be viewed online. By giving this consent, we are no longer required to send you notices or other documents in paper form for the Account.

You must ensure that:

- (a) you check your email regularly for notices and other communication from us
- (b) your email address remains current (or otherwise notified to us), and
- (c) emails from us to your email address are not blocked.

Providing you with electronic statements does not alter your obligations under any terms and conditions of the Account.

You can print and save a copy of any notice or other document provided to you electronically. You are responsible for ensuring that you maintain the appropriate software and hardware, including printer, to access, view, retrieve, print and save a copy of such documents.

You can go back to receiving paper notices and other documents by notifying us in writing withdrawing this consent. If you decide to return to paper notices and other documents, you are asking to receive those documents on paper, delivered by post to your nominated street address.

## **51 Chip**

You must ensure the Chip is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use. Only you can use the Chip for any of the available services.

## **52 Commissions**

When your Account is opened, a commission is payable by us to Jetstar for the introduction of credit business, the amounts of which are unascertainable. Jetstar may also receive other payments from us in respect of the Cards, the amounts of which are unascertainable. Details of any other commission payable by us to any entity which introduced you to us, if known, will be set out in the Offer.

## **53 Financial difficulty**

You must inform us of any material adverse change to your financial position or if you are in financial difficulty as soon as possible.

## **54 Privacy**

By completing the application form you agree to us collecting, holding and using personal information about you to process your application, and administer and manage the products and services we provide to you. This includes monitoring, auditing and evaluating those products and services, modelling data, data testing, communicating with you and dealing with any complaints or enquiries. You need not give us any personal information requested in the application form or in any other document or communication relating to the products or services we

supply you. However, without this information, we may not be able to process your application or provide you with an appropriate level of service. You agree to allow us to provide access to or disclose your personal information within or outside of Australia to other companies in the Macquarie Group as well as external service providers, which provide services in connection with our products and services and in all other circumstances set out in the application form. We may also disclose your personal information if acting in good faith or we believe that the law requires or permits us to do so without your consent. We and other companies in the Macquarie Group may use your personal information to offer products or services that may be of interest to you unless you request us not to.

Under the Privacy Act 1988, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by calling us on any telephone number or writing to us at any address listed on the back of the Conditions of Use booklet.

Our privacy statement and details on how you may access or update your personal information can also be found at [www.macquarie.com.au](http://www.macquarie.com.au).

## 55 **Anti-money laundering**

By opening this Account:

- (a) You must not knowingly do anything to put Macquarie Group in breach of the Anti-Money Laundering and Counter Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws) and/or its internal policies and procedures. You agree to notify Macquarie Group if you are aware of anything that would put Macquarie Group in breach of AML/CTF Laws.
- (b) If requested, you agree to provide additional information and assistance and comply with requests to facilitate Macquarie Group's compliance with AML/CTF Laws and/or its internal policies and procedures in Australia or equivalent overseas jurisdiction.
- (c) You represent and warrant that you are not aware and have no reason to suspect that:
  - (i) the amount of credit that we agree to provide you will be used to fund money laundering, terrorism financing or similar activities (Illegal Activities), and
  - (ii) proceeds of investments made in connection with this product will fund Illegal Activities.
- (d) You acknowledge that Macquarie Group is subject to AML/CTF Laws and/or its internal policies and procedures. In making an application, you consent to Macquarie disclosing in connection with AML/CTF Laws and/or its internal policies and procedures any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) Macquarie Group has.
- (e) You acknowledge that in certain circumstances Macquarie Group may be obliged to freeze or block an Account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the Account monitoring that is required by

AML/CTF Laws and/or its internal policies and procedures.

If Macquarie Group freezes or blocks your Account because it believes on a reasonable basis that it is required to do so in order to comply with AML/CTF Laws and/or its internal policies and procedures, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your Account.

- (f) You acknowledge that Macquarie Group retains the right not to provide services/issue products to any applicant that Macquarie decides, in their sole discretion, that they do not wish to supply.

## **56 Assignment**

You consent and agree that subject to applicable laws, we may at any time assign all or part of our rights, title and interest under this agreement to any institution, corporation or individual.

## **57 No security**

We agree not to rely on or to enforce as security for your obligations under this agreement:

- (a) any security which we may hold from you, or
- (b) any other security or guarantee which we may hold from any other person in relation to your obligations.

You acknowledge that this agreement does not vary the terms or affect the enforceability of that security or guarantee.

This part of the Conditions of Use booklet only applies to you if you are an individual and, when you enter into this agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

## **58 Severance**

If any term or part of these Conditions of Use is invalid or not enforceable in accordance with its terms, all other terms or parts which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part will be and continue to be valid and enforceable in accordance with their terms.

## SECTION 2 – 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 your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

#### The contract

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

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

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

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

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

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

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

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

#### 3 Can I terminate the contract?

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 30 days advance written notice for:
  - (i) a change in the way in which interest is calculated, or
  - (ii) a change in credit fees and charges, or
  - (iii) any other changes by your credit provider, except where the change reduces what you have to pay or the change happens automatically under the contract.

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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted on 1300 78 08 08, by email at [info@fos.org.au](mailto:info@fos.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](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.

## General

**15 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 your contract and delay payments for a set time, or
- to delay payments for a set time.

**16 What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong. If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

**17 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.

**18 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 FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON 1300 78 08 08, BY EMAIL AT [INFO@FOS.ORG.AU](mailto:INFO@FOS.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.

This page has been left blank intentionally.

### Contact Card Services

 **Phone:** 1300 150 100

 **Online:** [www.jetstar.com.au/cards](http://www.jetstar.com.au/cards)

 **Post:** Card Services  
PO Box 3665  
RHODES NSW 2138