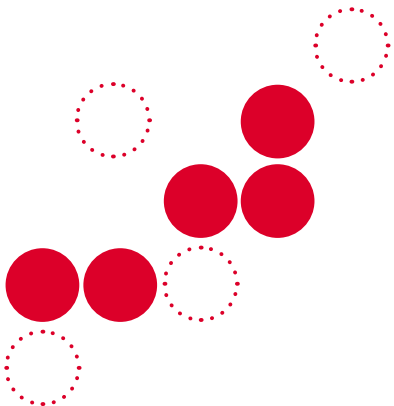




# Consumer Credit Card Conditions of Use

This User Guide forms part of your Credit Card Contract, along with the information set out on the reverse of your welcome letter which advises you of your credit limit and other prescribed information we are required to give you by law.



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Effective 28 October 2016

# 1.0 Your Ignite Credit Card User Guide forms part of your Credit Card Contract

## 1.1 Introduction

- (a) This User Guide, together with the other documents of your Credit Card Contract, govern the use and operation of your Ignite Credit Card, including the use of your Ignite Credit Card and PIN.
- (b) This User Guide does not, on its own, contain all the terms applying to your Ignite Credit Card, so it is important that you read all of the documents comprising the Credit Card Contract carefully and retain them for future reference.
- (c) The Ignite Credit Card is issued by Westpac Banking Corporation (ABN 33 007 457 141). This User Guide is a contract between you and Westpac.
- (d) This User Guide applies to the Primary Cardholder, any Additional Cardholder(s) and to all transactions involving the use of your Card or Card details.
- (e) If there is any inconsistency between this User Guide and other terms and conditions, this User Guide will prevail.
- (f) If you do not understand something in this User Guide, please call us on 1800 080 000. We will be happy to help you, anytime of the day or night.

## 1.2 When this User Guide takes effect

The first transaction on the Card Account will be taken as your agreement to comply with this User Guide.

## 1.3 ePayments Code

The ePayments Code governs certain electronic payments to or from your account where you are an individual. We will comply with this Code where it applies.

## 1.4 Code of Banking Practice

- (a) Each relevant provision of the Code of Banking Practice applies to the Ignite Credit Card.
- (b) Information on the Code of Banking Practice can be obtained by calling us on 1800 080 000. This includes information about:
  - account opening procedures;
  - our obligations regarding the confidentiality of your information;
  - complaint handling procedures;
  - bank cheques;
  - the advisability of you informing us promptly when you are in financial difficulty;
  - identification requirements under anti-money laundering laws; and
- the options available to you under the tax file number system.

## 2.0 Definitions

In this User Guide:

- (a) **“Primary Cardholder”** means the person who opens the Card Account with us.
- (b) **“Additional Cardholder”** means the person(s) who from time to time is/are issued with an additional Card for use on the Card Account at the request of the Primary Cardholder.
- (c) **“Annual Percentage Rate”** (interest rate) means the percentage rate or rates per annum applicable to the Card Account, as shown in the information set out on the reverse of your welcome letter which advises you of your credit limit and other prescribed information which we are required to give you by law, or as agreed between you and us under Promotion Plans from time to time.
- (d) **“Balance Transfer”** means a transaction where you transfer, or arrange for the transfer of, funds from another account to the Card Account.
- (e) **“Bank”, “Issuer”, “Westpac”, “our”, “we” and “us”** means Westpac Banking Corporation (ABN 33 007 457 141).

- (f) **“Card”, “Credit Card” or “Ignite Credit Card”** means any credit card issued by us to you, for use on the Card Account from time to time.
- (g) **“Card Account”** is your Ignite Credit Card Account.
- (h) **“Cash Advance”** means any transaction treated by us as a cash advance, including transactions where you:
- draw cash from the Card Account using an automatic teller machine or at a financial institution; or
  - receive from a Merchant a cash substitute (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
  - use the Card Account to pay bills through a third party where the Merchant does not accept credit card payments; or
  - use the Card Account to pay bills over the counter at a financial institution; or
  - a Balance Transfer.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Ignite Credit Card, is only able to determine whether to treat a transaction you make with a Merchant on your Card Account as a purchase or a Cash Advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction.

Accordingly, Credit Card transactions made with certain Merchants may be treated as Cash Advances, even though such transactions do not fall within any of the above transaction categories. The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

- (i) **“Code”** means a PIN or any similar information which may be required in order to make Electronic Transactions to or from your Card Account and which the User is required to keep secret.

- (j) **“Contactless Terminal”** means an Electronic Banking Terminal which can be used to make a Contactless Transaction.
- (k) **“Contactless Transaction”** means a transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.
- (l) **“Credit Card Contract”** includes this User Guide and the information set out on the reverse of the welcome letter which advises you of your credit limit and other prescribed information which we are required to give you by law.
- (m) **“Credit Code”** means the Consumer Credit Code.
- (n) **“Daily Percentage Rate”** means the rate determined by dividing the Annual Percentage Rate by 365.
- (o) **“Device”** means an article we give to a User to perform Electronic Transactions.
- (p) **“eCommerce Transaction”** means a Credit Card transaction between a Cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail orders and telephone orders are excluded from this definition.
- (q) **“Electronic Banking Terminal”** means any authorised terminal or device in which you can use your Card and PIN. This includes:
- automatic teller machines of selected financial institutions in Australia
  - automatic teller machines overseas bearing the MasterCard logo
  - automatic teller machines overseas bearing the Cirrus logo
  - electronic funds transfer at point of sale (EFTPOS) terminals
  - any other authorised terminal or device connected to the Bank 's electronic banking system from time to time.
- (r) **“Electronic Equipment”** includes Electronic Banking Terminals, computers, televisions and telephones.

- (s) **“Electronic Transaction”** means payment, funds transfer and cash withdrawal transactions that are initiated on your Card Account using Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.
- (t) **“Foreign Transaction”** is any transaction made using the card:
- in a currency other than Australian dollars; or
  - in Australian dollars or any other currency with a Merchant located outside Australia; or
  - in Australian dollars or any other currency that is processed by an entity located outside Australia.
- Note:** It may not always be clear to you that the Merchant or entity processing the transaction is located outside Australia.”
- (u) **“Foreign Transaction Fee”** is a fee charged to you being a percentage of the Australian dollar transaction amount of a Foreign Transaction
- (v) **“Identifier”** means information that a User knows and must provide to perform an Electronic Transaction but is not required to keep secret.
- (w) **“Introductory 0% Balance Transfer”** has the meaning in clause 7.2.1.
- (x) **“Manual Signature Comparison”** means a method of authenticating your authority to make a transaction on the Card Account, involving verification by comparison of your manual signature with a written specimen signature, such as the signature that appears on your Card.
- (y) **“Merchant”** means a provider of goods or services who accepts payment by Card.
- (z) **“PIN”** means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.
- (aa) **“Promotion Plan”** means a special promotional offer made by us to the Primary Cardholder, in terms of which, if the offer is accepted, a different Annual Percentage Rate will apply to an agreed portion of the balance of the Card Account for an agreed period of time. A Promotion Plan may apply to a Cash Advance or to a purchase.

- (bb) **“Other Balance Transfer”** means a Balance Transfer that is not an Introductory 0% Balance Transfer.
- (cc) **“unauthorised transaction”** means any transaction made without your knowledge or consent.
- (dd) **“User”** or **“you”** means the Primary Cardholder and/or an Additional Cardholder, as appropriate.

## 3.0 Your Card, PIN and additional Cards

### 3.1 Additional Cards

- (a) You (being the Primary Cardholder) can ask us to give an additional Card to any person you nominate as your agent to operate on the Card Account, provided that person is over the age of 16 Years. An Additional Cardholder must also comply with this User Guide.
- (b) Where an additional Card has been issued at your request:
- you authorise us to give the Additional Cardholder information about the Card Account for the purpose of their use of the additional Card. In addition, you authorise us to act on the instructions of the Additional Cardholder in relation to the Card Account, except for a request for an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of the additional Card following cancellation of that Card by you;
  - you are responsible for the use of the additional Card and you must pay for all transactions made by the Additional Cardholder, including any charges;
  - You must contact us either by visiting a branch, or by telephone if you want to cancel or stop the additional card from being used. You must destroy that card to render it unusable for your protection by (cut the card in half through the magnetic strip and the card chip). If you cannot destroy the Card, you should ask us to put a stop on the Card Account;
  - you should be careful in cases where you cannot destroy the additional Card because, although

a stop may have been placed on the Card Account, the additional Card may still be used in some circumstances (for example, for store purchases below floor limits where no electronic approvals are in place). You will not be responsible for the continuing use of the additional Card from the later of the date you advise us that you want the additional Card cancelled, and when you have taken all reasonable steps to have the additional Card destroyed. What constitutes “taking all reasonable steps” to have the additional Card destroyed will vary, depending on the particular circumstances. At a minimum, it will require you to contact the Additional Cardholder, if at all possible, and request them to surrender the additional Card to you, so that you can destroy the Card securely.

- (c) As stated in paragraph (a) of this clause, an additional Card is issued at your request to a nominated Additional Cardholder, as your agent, to operate on the Card Account. On your death, the authority you have given the Additional Cardholder is automatically cancelled and the additional Card can no longer be used to access the Card Account.

### **3.2 Selection/Issue of PIN**

You are required to select a PIN when your card is first issued. This PIN should not be changed, however, if exceptional circumstances require you to change your PIN, please contact us on 1800 080 000 to arrange a suitable alternative.

### **3.3 Card reissue**

We may issue a new Card to you at any time. All such Cards are subject to this User Guide. We reserve the right not to reissue a Card.

### **3.4 All Cards remain our property**

You agree that your Card remains the property of the Issuer and agree to securely destroy the Card on:

- our request; or
- cancellation of your Card; or
- closure or termination of the Card Account; or
- termination of your authority to operate the Card Account.



## 4.0 Using your Ignite Credit Card

### 4.1 When can you use your Card?

- (a) Your Card is valid only if you have signed it and it is used during the validity period shown on the face of the Card.
- (b) You must destroy any Card that is no longer valid by immediately cutting the Card in half through the magnetic strip and the card chip
- (c) You must not use the Card if the Card has been suspended, cancelled or the Credit Card Contract has been terminated or you have otherwise been instructed by Westpac not to use the Card. and disposing of them securely.

### 4.2 Where can you use your Card?

- (a) You can use your Card in Australia and most overseas countries.
- (b) You can use your Card at any Merchant directly or by mail order, telephone order, through the internet or at any financial institution or Electronic Banking Terminal displaying the MasterCard® scheme sign.
- (c) If you use your Card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained by calling us on 1800 080 000.

### 4.3 Foreign transactions

#### (a) Foreign Transactions in a foreign currency

Any Card Account statement entries for Foreign Transactions made in a currency other than Australian dollars ( a 'foreign currency') will include the foreign currency amount converted into Australian dollars by MasterCard and the Foreign Transaction Fee.

MasterCard converts the transaction into Australian dollars at the conversion rate or rates MasterCard applies when it processes the transaction.

**Note:** Foreign exchange rates quoted by us from time to time are not used to convert Foreign Transactions made in a foreign currency to Australian dollars.

## **(b) Foreign Transactions in Australian dollars**

Any Card Account statement entries for Foreign Transactions made in Australian dollars will include the Australian dollar amount and the Foreign Transaction Fee.

**Note:** the Foreign Transaction Fee may be charged in circumstances where you may not be aware that the Merchant or entity processing the transaction is located outside Australia.

## **(c) Foreign Transactions incur the Foreign Transaction Fee**

We may charge the Foreign Transaction Fee on any Foreign Transaction which we debit to your Card Account. Details of the Foreign Transaction Fee are set out on the reverse of the welcome letter or in a notice we give you notifying you of a change in these fees. Details are also available at our website, [info.westpac.com.au/ignitecreditcard](http://info.westpac.com.au/ignitecreditcard)

## **(d) Refunds and chargebacks of Foreign Transactions**

Any refund or chargeback relating to a Foreign Transaction made in a currency other than Australian dollars will be converted to Australian dollars by MasterCard in accordance with clause 4.3(a) above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed.

A Foreign Transaction Fee charged on a Foreign Transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

## **4.4 Purpose of use**

- (a) Your Card must be used wholly or predominantly for personal, domestic or household expenditure. We reserve the right to determine, in any instance, whether use or proposed use of your Card has been or will be in accordance with this requirement.

- (b) You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Card is used or where the goods or services are provided.
- (c) Where the Bank has reasonable grounds to believe that a suspicious matter has arisen in relation to the Card Account, it is obliged to complete and render a report to the Federal Government (AUSTRAC). A suspicious matter includes any transaction that the Bank believes may be of relevance to the investigation or prosecution of any breach or attempted breach of an Australian law (including laws related to money laundering, tax evasion, financing of terrorism or the proceeds of crime).

#### **4.5 Transactions at Electronic Banking Terminals**

- (a) You may use your Card at any Electronic Banking Terminal as follows:
  - (i) at automatic teller machines for cash withdrawals/advances and balance enquiries;
  - (ii) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant.
- (b) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (c) You should ensure that the transaction amount is correct before you sign vouchers or transaction records given to you by Merchants or financial institutions, and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.
- (d) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to the Card Account.

- (e) Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal. We will notify you of any such limit if your Card can make Contactless Transactions.

## 4.6 Card acceptance

- (a) We are not responsible if a Merchant or financial institution refuses to accept a Card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant.
- (b) Card promotional material displayed on any premises is not a warranty by us, by any other financial institutions or by Merchants carrying on business there that all goods and services available at those premises may be purchased with your Card.
- (c) The Credit Card Contract contains the entire agreement of the Card Account. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Credit Card Contract by the Merchant, its employees, agents or contractors.

## 4.7 Transaction limits

- (a) You will be advised of the maximum daily transaction limit when issued with a Card. We reserve the right to limit or change the amount which may be withdrawn from any nominated account by use of the Card. Where we do either of these things, we will give you 20 days advance notice in writing.
- (b) A maximum daily transaction limit applies to your Card for:
  - cash withdrawals through automatic teller machines debited to any account; and
  - transactions through EFTPOS terminals debited to a Cheque Account and/or Savings Account.
- (c) If you make a cash withdrawal at an automatic teller machine and you also make a transaction at an EFTPOS terminal on your Cheque Account and/or Savings Account on the same day, the total of those

transactions cannot exceed the maximum daily transaction limit.

- (d) The maximum daily transaction limit does not apply at branch terminals.
- (e) Some Merchants may allow you to withdraw cash from a Cheque Account or Savings Account at EFTPOS terminals, subject to certain conditions (including limits). We accept no responsibility for any such conditions imposed by the Merchant. Where you select the credit button on an EFTPOS terminal, you cannot also withdraw cash.
- (f) A maximum daily cash withdrawal limit may apply at non-Westpac ATMs and the providers of those ATMs may impose additional restrictions.

#### **4.8 Do transactions have to be authorised?**

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction.

We may not authorise a transaction if:

- the credit limit would be exceeded; or
- the Primary Cardholder is behind in making payments to the Card Account.

- (b) We reserve the right to decline authorisation for any transaction on the Card Account.
- (c) Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account. If the purchase or other transaction is not completed, the amount of available funds in the Card Account may continue to be reduced for up to four Bank business days after the authorisation is obtained.

#### **4.9 Transaction records**

When you complete a transaction through an Electronic Banking Terminal, you will receive a printed transaction record. Check your record carefully and retain it to aid in reconciling account statements. If a transaction record is unavailable, you will be notified prior to the completion of the transaction and given the choice of proceeding.

## 4.10 Processing date

- (a) Transactions at our Electronic Banking Terminals may be processed to the Card Account on the day that you made the transaction or the following Bank business day.
- (b) If you use your Card at an ATM or for EFTPOS we will process the transaction to the Card Account as soon as we receive it. However, transactions may be assigned an effective date in accordance with clause 7.4.

## 4.11 Transaction information

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by MasterCard International Incorporated in countries other than Australia. By using your Card, you agree that information regarding the transaction may be processed outside Australia.

## 4.12 Financial Crimes Monitoring

For us to meet our anti-money laundering and counter financing of terrorism obligations, we will be increasing the levels of control and monitoring we perform. You should be aware that:

- transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian law or the law of any other country;
- we may from time to time require additional information from you to assist us in the above;
- where legally obliged to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies.

You must not initiate or conduct a transaction that may be in breach of Australian law or the law of any other country.

# 5.0 The Card Account

## 5.1 How much credit can you obtain?

- (a) We will notify you in writing of the amount of credit that applies to the Card Account. This is called the “credit limit”.
- (b) Transactions made by you must not exceed the credit limit without our prior approval. However,

transactions may, at our discretion, be allowed to proceed even though they will cause the credit limit to be exceeded. Remember, the credit limit applies to the Card Account – there is not a separate credit limit for each additional Card issued on the Card Account.

- (c) If the credit limit is exceeded, any amount in excess of the credit limit is payable immediately.

## 5.2 How much cash can you obtain?

- (a) The minimum amount of any Cash Advance may vary between financial institutions.
- (b) Before a Cash Advance is processed, you may be required to provide the following identification:

In **Australia**, either:

- a passport or driver's licence bearing your photo; or
- any two of the following items:
  - identity card bearing your photo;
  - driver's licence without a photo;
  - another debit or credit card bearing your signature;
  - employee identity card, union card or student card bearing your signature; or
  - pensioner identification card.

**Overseas**, a passport is usually sufficient identification. Some overseas banks may require additional identification.

## 5.3 Amounts that are charged to the Card Account

The Card Account will be charged with, and accordingly the Primary Cardholder is required to pay us:

- the amount for goods and services bought directly from a Merchant or by mail order, telephone order or through the internet;
- the amount of all Cash Advances;
- the fees and charges in accordance with clauses 7.1 and 7.3; and
- interest charges imposed on Cash Advances and purchases and on fees and interest charges in accordance with clause 7.2.

## 6.0 The Statements

### 6.1 How do you know how much you owe?

- (a) We will provide the Primary Cardholder with a statement for the Card Account each month.
- (b) The date your statement is issued is called the “statement date” and the period from one statement date to the next statement date is called the “statement cycle”. Each month we will provide you with a statement if:
  - there are any amounts owing by you or to you; or
  - there have been any amounts debited or credited to the Card Account during the statement cycle.
- (c) Amounts shown on your statement will be expressed in Australian currency and must be settled in Australia in Australian currency. There is no facility for payment to be made overseas, other than by BPAY® from your bank account or by setting up our Card Autopay facility before you leave.
- (d) You should keep all vouchers and transaction records given to you or to any Additional Cardholder by Merchants and financial institutions, or issued by Electronic Banking Terminals, to help you check statements on the Card Account.

### 6.2 If you think there is a mistake

- (a) You agree that the amount shown on any sales voucher, Cash Advance voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the Cash Advance to which that voucher or transaction record relates.
- (b) You should check each statement carefully as soon as you receive it. If you wish to dispute an amount charged to the Card Account you should provide us with written notice of your dispute before the due date shown on your statement. If you do not dispute an amount shown on a statement by the due date, our ability to obtain a refund (if applicable) may be restricted under MasterCard scheme rules. Please refer to clause 10.2 for details of how to notify us of disputed transactions.



Please read clause 11.2 to obtain details of your liability where unauthorised transactions are made on your Card Account.

## 7.0 The Charges

### 7.1 Fees and charges

- (a) Subject to all applicable laws, we may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with clause 13.2.
- (b) Other fees and charges may apply as outlined in the information set out on the reverse of your welcome letter, which advises you of your credit limit and other prescribed information.

### 7.2 Interest charges

Interest charges on:

- Cash Advances;
- fees related to Cash Advances (“**Cash Advance Fees**”);
- interest on Cash Advances (“**Cash Advance Interest**”) and Cash Advance Fees;
- purchases (subject to interest free period conditions);
- fees related to purchases (“**Purchase Fees**”) and interest on purchases and Purchase Fees

will be calculated in accordance with this clause 7.2 and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement. These interest charges are variable.

For information on current interest rates and fees and charges, please visit [westpac.com.au](http://westpac.com.au) or call into one of our branches.

#### 7.2.1 Calculation of interest charges

- (a) We charge interest on interest charges on purchases and Purchase Fees which we debit to your Card Account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and Purchase Fees.

- (b) We charge interest on interest charges on Cash Advances and Cash Advance Fees which we debit to your Card Account. There is no interest free period for those interest charges. We add those interest charges to the balance of Cash Advances and Cash Advance Fees.
- (c) Interest is charged:
  - (i) for purchases (if applicable) and Cash Advances from the date shown on your statement for the purchase or Cash Advance;
  - (ii) for interest and annual fees from the first day of the next statement after the statement cycle in which the interest or annual fee is incurred;
  - (iii) for fees other than those described in (ii) above from the date shown on your statement for these fees.
- (d) Interest charges are debited to your Card Account every statement date (but that date is not included in the calculation of interest)

### Interest charges on the Cash Advance balance

We charge interest on Cash Advances, Cash Advance Fees and on Cash Advance Interest debited to your Card Account. There is no interest free period for either Cash Advances Cash Advance Fees or Cash Advance Interest charges.

Until we receive the payment of any Cash Advance or Cash Advance Fee in full, we calculate the interest in any statement cycle on Cash Advances and Cash Advance fees:

- (a) from the date the relevant transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (either the **“Cash Advance Transaction Date”**); or
- (b) if the Cash Advance Transaction Date is prior to the start of the statement cycle, from the first day of the statement cycle.

When we debit your Card Account with interest charges on Cash Advances and Cash Advance Fees and interest on Cash Advances, those interest charges become part of the Cash Advance balance on your Card Account (“Cash Advance Balance”), on which we charge interest.

## Cash Advance – Introductory 0% Balance Transfers

Where you do a Cash Advance that is a Balance Transfer during the first 6 months after a Card is first issued on your Card Account, it is an Introductory 0% Balance transfer. Any other Balance Transfer you do during the 6 months after the first Introductory 0% Balance Transfer is processed is also an Introductory 0% balance Transfer. Introductory 0% Balance Transfers qualify for a Promotion Plan.

Under the Promotion Plan, all Introductory 0% Balance Transfers have a special Promotion Plan Annual Percentage Rate of 0% per annum.

This Annual Percentage Rate applies only to Introductory 0% Balance Transfers, for 6 months from the date of the first Introductory 0% Balance Transfer. No matter how many Introductory 0% Balance Transfers you do, or when you do them, the 0% Annual Percentage Rate stops six months after the first Introductory 0% Balance Transfer to be processed. After that, the Promotion Plan ceases to apply and the Annual Percentage Rate for any unpaid balance of those Introductory 0% Balance Transfers changes to the standard Ignite Annual percentage rate.

## Interest charges on the purchase balance

We charge interest on purchases, Purchase Fees and on Purchase Interest debited to your Card Account. There is no interest free period for Purchase Interest charges. If an interest free period applies to purchases on your Card Account, an interest free period will also apply to interest on Purchase Fees related to those purchases debited to your Card Account.

Unless the purchase (and Purchase Fee) is eligible to obtain the benefit of an interest free period, we calculate the interest in any statement cycle on Purchases and Purchase Fees:

- (a) from the date the relevant transaction is made or from the date assigned to the transaction in accordance with clause 7.4 (either the **“Purchase Transaction Date”**); or
- (b) if the Purchase Transaction Date is prior to the start of the statement cycle, from the first day of the statement cycle.

When interest is payable, we charge interest at the end of the statement period on the balance of purchases, Purchase Fees and interest on purchases and Purchase Fees during the statement period.

When we debit your Card Account with interest charges on purchases and Purchase Fees and interest on purchases, those interest charges become part of the purchase balance on your Card Account (“**Purchase Balance**”), on which we charge interest.

### Applicable interest rates and total interest charges

Interest charges in a statement period are calculated by applying:

- (a) the Daily Percentage Rate applicable to Cash Advances separately to the unpaid daily balances of the Cash Advance Balance; and
- (b) the Daily Percentage Rate applicable to purchases separately to the unpaid daily balances of the Purchase Balance (not receiving the benefit of the interest-free period).

If a Cash Advance or purchase is under a Promotion Plan, the applicable Daily Percentage Rate for that Promotion Plan is applied to the unpaid daily balance of the Promotion Plan. The Daily Percentage Rate that is applied to an Introductory 0% Balance Transfer is 0% for the first six months after the first Introductory Balance Transfer. In this case, the part of the unpaid daily balance of your Card Account that relates to the Introductory 0% Balance Transfer does not accrue any interest charges. However, there may be interest charges payable in relation to purchases, Purchase Fees or Cash Advances or Cash Advance Fees that have been debited to your Card Account.

The total amount of interest charges debited to the Card Account is the sum of the interest charges on the Cash Advance Balance and the Purchase Balance.

### 7.2.2 Interest free period for purchases and Purchase Fees

- (a) The Card Account offers an interest free period for purchases and Purchase Fees, subject to the conditions described in this clause:

(b) **What is an interest free period?**

If interest applies to a purchase and Purchase Fee, it will consist of:

- the “initial interest free days” which start from the Purchase Transaction Date and end on the statement date, and
- “further interest free days” which start after the statement date and end on the due date or payment date (whichever comes first).

(c) **When does the “initial interest free days” condition apply?**

The “initial interest free days” will apply to a purchase and Purchase Fee that are listed on a statement if you pay the closing balance in full (including any Introductory 0% Balance Transfers or Other Balance Transfers) by the due date shown on the statement preceding that purchase and recording the debiting of the Purchase Fee.

(d) **When do the “further interest free days” conditions apply?**

A purchase and Purchase Fee will have “further interest free days” only if:

- You have paid the closing balance in full (including any Introductory 0% Balance Transfers or Other Balance Transfers) by the due date shown on the statement preceding the purchase and the debiting of the Purchase Fee (i.e. the “initial interest free days” condition has been met); and
- You pay the closing balance in full (including any Introductory 0% Balance Transfers or Other Balance Transfers) for the due date shown on the statement recording that purchase and the debiting of the Purchase Fee.

(e) **How many “further interest free days” apply to the Card Account?**

Up to 25 days.

(f) **What happens if payment is not made in full?**

If you do not pay the full amount of the closing balance in full (including any Introductory 0% Balance Transfers or Other Balance Transfers) by the due date shown on your statement, unpaid purchases will be included in the calculation of the interest charge.

(g) **Will an interest-free period apply to all transactions on your Card?**

No. An interest-free period will not apply to Cash Advances at any time and may not apply to some Promotion Plans relating to purchases or to Purchase Fees from time to time.

(h) **Introductory 0% Balance Transfers and Interest free days**

If you have an Introductory 0% Balance Transfer, and do not pay the whole closing balance on a Card Account statement by the due date, the up to 55 days interest free will not apply to any purchase you make during the statement cycle or to any Purchase Fee related to any purchase debited to your account during that statement period.

If you have an Introductory 0% Balance Transfer and do pay the whole closing balance on a Card Account statement by the due date, you will qualify for the “initial interest free” days condition under clause 7.2.2(c) for that statement cycle. In that case, you will also qualify for the “further interest free days” on those purchases and any Purchase Fee related to those purchases if you pay the whole closing balance of the statement we give you in the next statement cycle by the due date on that statement.

### **7.3 Government charges**

Subject to any applicable law, the Card Account will be charged with: all or any contract stamp duty payable in respect of the Credit Card Contract; and any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions debited or credited to the Card Account, whether or not you are primarily liable for such duties, taxes, rates or charges.

### **7.4 Effective date and adjustments**

- (a) We may assign any date we consider appropriate to a debit or a credit to the Card Account, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If we do this we may make consequential amendments (for example, to interest).

- (b) You are liable to us for the amount of any purchase or Cash Advance from the date we assign to the transaction under this clause 7.4, and the credit we provide under those amounts is payable under this contract.
- (c) We may adjust a debit or credit to the Card Account so as to accurately reflect any legal obligations (for example, because of an error or a cheque dishonour). If we do this, we may make the necessary amendments (for example, to interest).

## 8.0 Credit Card Payment Cover/Repayment Protection

If you have requested Credit Card Payment Cover/Repayment Protection, we are required by law to give you the following information:

**Credit Card Payment Cover/Repayment Protection is issued by:** Westpac General Insurance Limited and Westpac Life Insurance Services Limited.

**Calculation of insurance premium:** The premium is calculated and debited monthly at 0.52% of the outstanding balance of the Card Account at the end of the statement cycle. If there is no outstanding balance at the end of the statement cycle, no premium is payable for that period.

**Insurance Coverage:** Credit Card Payment Cover/Repayment Protection is consumer credit insurance. The situations covered are unemployment, unfit for work and death, subject to the conditions, limits and exclusions on cover that are explained in the insurance Product Disclosure Statement (PDS) including policy wording. A PDS can be obtained by calling 1300 369 989 or visiting [www.westpac.com.au](http://www.westpac.com.au), under the Insurance tab and should be considered before deciding to acquire the insurance.

**Commissions:** The Bank will be entitled to receive up to 20% of your premium (after government charges have been deducted) as distribution commission.

This policy is optional and is not an investment in or deposit with the Bank. The Bank does not guarantee payments under the policy.

## 9.0 Paying off your Card

### 9.1 What is the minimum payment required?

- (a) The minimum payment that we require from you (being the Primary Cardholder) each month will be shown on the Card Account statement. Your payment due date is 25 days from your statement date.
- (b) If you do not wish to pay the full amount of the closing balance shown on your statement by the due date, you must pay at least the minimum payment shown on your statement by the due date.
- (c) If your statement shows a closing balance, the minimum payment will be equal to the amount as outlined in the information set out on the reverse of your welcome letter, or \$10, whichever is the greater, plus the greater of any unpaid past due amounts from previous statements or any amount that exceeds the credit limit.
- (d) You must pay the full amount of the closing balance if it is less than \$10.

### 9.2 How and where can you make your payment?

- (a) You must make payments to the Card Account with Australian currency in Australia. You can pay your account overseas using BPAY®; or by setting up our Card Autopay facility before you leave.
- (b) You can make payments to the Card Account by using our Card Autopay facility; or making a payment using BPAY®; or mailing your cheque payment to us at the address shown on your statement. **DO NOT SEND US CASH THROUGH THE MAIL.**
- (c) Payments must be received and credited to the Card Account by the due date. If you are mailing your payment, you should allow more time for it to reach us.
- (d) Payments will be credited to the Card Account as soon as practicable after receipt.
- (e) If you cannot make a payment which is due, you should contact us immediately. We may be able to help you.



### 9.3 Card Autopay facility

- (a) You may authorise us to automatically withdraw funds from your nominated account to make payments to the Card Account using a Card Autopay facility. You may elect to pay:
- the minimum payment shown on the Card Account Statement,
  - the full amount shown as the 'closing balance' on the Card Account Statement, or
  - a fixed dollar or percentage of the closing balance on the Card Account Statement.
- (b) If the closing balance is less than your nominated amount, the closing balance will be paid. If the fixed dollar or percentage is less than the minimum payment, we will debit the minimum payment.
- (c) If the automatic payment is dishonoured for any reason, you must immediately pay the amount of the required deduction. We may cancel your Card Autopay facility if payments are dishonoured. We would normally contact you before we cancel your Card Autopay facility.
- (d) You must advise us if you wish to terminate or change your Card Autopay facility, including if you change the nominated account. Any changes will be effective from the next statement date following our confirmation of the change.

### 9.4 How we apply your payments

Payments to the Card Account are applied to amounts shown on your most recent statement, in descending order from those attracting the highest Annual Percentage Rate to those attracting the lowest Annual Percentage Rate, or on which interest is not charged. If the same Annual Percentage Rate applies to more than one amount, we apply the payment to those amounts in the following order:

- interest charges;
- fees;
- any amount payable for Credit Card Repayment Protection relating to the Card Account under clause 8, if applicable; and
- transactions (such as Cash Advances or Purchases).

Within each of the four categories above, the payment is applied in the order in which the relevant amount was

debited to the Card Account. If your Card Account has amounts owing that relate to more than one Promotion Plan with the same Annual Percentage Rate, payments will first be applied to amounts which relate to the Promotion Plan that commenced earlier.

If the total payments to the Card Account since your most recent statement are more than the closing balance shown on that statement, we apply the excess to amounts that have been charged to the Card Account but have not yet appeared on a statement in the same order as described above.

## 9.5 Uncleared funds

To protect against fraud, you cannot withdraw the value of deposited cheques until three Bank business days after the deposit has been made. In certain uncommon circumstances, this period may be extended by a further one, or even two, Bank business days. If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, you will have to reimburse the Bank if the cheque is subsequently dishonoured.

## 10.0 What to do if something goes wrong

### 10.1 If your Card or PIN is lost or stolen, or if you think someone else has used your Card

#### (a) What to do

You must notify us immediately if your Card or PIN record is lost, stolen or misused; or you suspect that unauthorised transactions have been made on your Card Account.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you to confirm it in writing.

#### (b) How to tell us

If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the number listed at the back of this User Guide (1800 080 000). We prefer that you telephone us immediately so that we can put a stop on your Card straight away. If your Card is lost or stolen overseas,

you may report the loss to: MasterCard Global Service or any financial institution displaying the MasterCard scheme sign.

If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card or PIN which could have been prevented if you were able to contact us by phone, provided you tell us of the loss, theft or misuse of your Card or PIN within a reasonable time from the re-establishment of our telephone reporting facilities.

## 10.2 If you've got a problem.

- (a) If you have a problem or complaint, we will aim to resolve the matter when you first contact us.

If we cannot resolve your issue there and then, we will commit to taking the following steps:

Step 1 – Let you know who is handling your complaint

Step 2 – Keep you informed of what is happening

Step 3 – Aim to resolve your complaint within five working days.

Once your complaint has been resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

- (b) If we haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about Banks, Insurers and their related companies.

Their contact details are:

Mail: Financial Ombudsman Service,

GPO Box 3, Melbourne VIC 3001,

Telephone: 1300 780 808

Fax: (03) 9613 6399

Email: [info@fos.org.au](mailto:info@fos.org.au)

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

The Australian Securities & Investments

Commission (ASIC) also has an Infoline 1300 300

630. You can use this number to make a complaint and to obtain further information about your rights.

For further information on solving problems and disputes, please call us on 1800 080 000.

Please note that we comply with the ePayments Code complaint investigation and resolution procedures in connection with transactions to which the Code applies.

## 11.0 Protecting yourself against unauthorised transactions

### 11.1 Protecting your Card and PIN

- (a) Because anyone who has your Card and PIN can make transactions on your Card Account, you must take special care to protect them.
- (b) To protect your Card you must: sign it as soon as you receive it; carry it with you whenever you can; regularly check that you still have your Card; and not give your Card to anyone else, including a family member or friend.
- (c) If you make a record of your PIN, you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your Card. For example, you must not keep your Card and undisguised PIN together:
  - in a wallet, bag or briefcase, even if in different compartments;
  - in your car, even if in different areas of your car;
  - in your office or at home in the same room;or
  - in any other situation where your Card and PIN can be found and used.
- (d) To protect your PIN you must:
  - try to memorise it;
  - destroy our letter telling you your PIN (if applicable);
  - not write your PIN on your Card, even if it is disguised;
  - not keep a record of your PIN with or near your Card;
  - not tell anyone your PIN, including family members, friends and our staff;
  - if you select your own PIN, not select a number or word that can be easily guessed, such as part

of the date imprinted on your Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you, such as your date of birth, part of your name, telephone number, driver's licence number and so forth;

- make sure that nobody watches you enter your PIN at Electronic Banking Terminals;
- never enter your PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when you approach an Electronic Banking Terminal;
- make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal; and
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

(e) If you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a PIN if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded; or
- disguise the PIN as a date or as an amount.

There may be other forms of disguise that may be similarly unsuitable because of the ease of another person working out your PIN. Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, notwithstanding the obligations listed above.

## 11.2 Liability for unauthorised transactions

### 11.2.1 Transactions not involving Manual Signature Comparison

This clause 11.2.1 explains the Primary Cardholder's liability for losses resulting from unauthorised transactions which are initiated through Electronic Equipment and do not involve Manual Signature Comparison.

- (a) When the Primary Cardholder is not liable
- (i) The Primary Cardholder will not be liable for losses resulting from unauthorised transactions where it is clear that the User has not contributed to the loss.
  - (ii) The Primary Cardholder will not be liable for losses resulting from unauthorised transactions that:
    - are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees;

or

happen before the User receives their Card 'and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when their Card is first issued; or

- require the use of the Card or PIN and happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
- are made with a Card, PIN, or identifier that is forged, faulty, expired or cancelled (as applicable); or
- are the result of the same transaction being incorrectly debited more than once to the same account; or
- are Electronic Transactions able to be made using an Identifier without a Code or Device; or
- are Electronic Transactions able to be made using a Device and not a Code, provided you did not unreasonably delay in reporting the loss or theft of the Device.

- (b) When the Primary Cardholder is liable
- (i) The Primary Cardholder will be liable for losses resulting from transactions which are carried out by the User, or by another person with the User's knowledge and consent.
  - (ii) The Primary Cardholder will be liable for actual losses resulting from unauthorised transactions caused by the User:
    - engaging in fraud; or
    - voluntarily disclosing their PIN to anyone, including a family member or friend; or
    - keeping a record of their PIN:
      - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
      - in a way that it could be lost or stolen with their Card; or
    - writing their PIN on their Card; or
    - selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
    - 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); or
    - acting with extreme carelessness in failing to protect their PIN.
  - (iii) The Primary Cardholder will also be liable for actual losses resulting from unauthorised transactions caused by the User unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN becoming known to someone else.

The Primary Cardholder's liability will only extend to losses which occur between the time when the User became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

(iv) The Primary Cardholder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Card; or
- that portion of the losses incurred which exceed the amount of available credit on the Card Account; or
- losses incurred on any accounts which the Primary Cardholder and the Bank had not agreed could be accessed using the Card and PIN; or
- losses occurring after we have been notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

(v) The Primary Cardholder's liability is subject to the Bank proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

(c) When limited liability applies

The Primary Cardholder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the User contributed to the loss. The Primary Cardholder's liability in such cases will be the least of:

- \$150; or
- the amount of available credit on the Card Account; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

The Primary Cardholder will not be liable for losses resulting from an unauthorised electronic transaction made using your Card to the extent they exceed what the Primary Cardholder's liability would have been had we exercised any rights we had under the rules of the relevant credit card scheme at the time you reported the unauthorised transaction to us against other parties to the scheme.



Our liability for any loss arising from equipment or system unavailability or malfunction, where a User should reasonably have been aware that the system or equipment was unavailable or malfunctioning, is limited to:

- (a) correcting any errors; and
- (b) refunding any fees or charges imposed on the User.

### 11.2.2 Other Unauthorised transactions

The Primary Cardholder will not be liable for losses resulting from unauthorised transactions made on the Card Account after we receive notice from the User in terms of clause 10.1. Until we receive such notice, the Primary Cardholder may be liable for losses resulting from unauthorised transactions that were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

### 11.2.3 eCommerce Transactions

If an unauthorised transaction is an eCommerce Transaction and we are notified that the transaction is unauthorised by the due date shown on the Card Account statement, the Primary Cardholder will not be liable for the amount of the transaction.

## 12.0 Our Responsibilities and Liabilities

### 12.1 Electronic banking access

- (a) We will maintain electronic banking access to the Card Account at all times unless:
  - an Electronic Banking Terminal malfunctions or is unavailable for use; or
  - a Merchant refuses to accept your Card; or
  - your credit limit has been exceeded or will be exceeded or your Card Account is otherwise considered out of order by us.

In any of these circumstances, electronic access to the Card Account may be denied or withdrawn without prior notice to you.

- (b) We reserve the right at any time to alter the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using your Card and PIN.

## 12.2 What happens if an Electronic Banking Terminal does not work?

- (a) We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.
- (b) If you are aware that the Electronic Banking Terminal is unavailable for use or is not operating properly, we will only be responsible for correcting the relevant account and refunding any fees or charges.
- (c) We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

## 13.0 General Information about your Credit Card

### 13.1 Cancellation and termination

- (a)
  - (i) We may cancel your Card at any time without prior notice.
  - (ii) You (being the Primary Cardholder) may terminate the Card Account at any time by contacting us either by visiting a branch, by telephone or by written notification.
  - (iii) We may terminate the Card Account if you did not follow this User Guide. If we wish to do so, we will give you at least 30 days notice and an opportunity to correct any breaches that can be corrected. We may also terminate the Card Account by giving you notice if you gave us false information to cause us to open the Card Account.
  - (iv) Please refer to clause 3.1 (b) for details of how to cancel an additional Card.
- (b) Where a Card has been cancelled by us or the Card Account has been terminated:
  - you agree to destroy the Card(s) to render them unusable (cut in half through the magnetic strip and card chip) and disposed of the pieces securely;
  - you must cancel any periodical payment arrangements which are linked to the Card Account.

Where a Card has been cancelled by us, you must continue to make at least the minimum payment each month until the balance of the Card Account is paid in full. Fees, charges and interest charges will continue to be debited to the Card Account.

Where the Card Account has been terminated, you must immediately pay us the full balance of the account, including (where applicable) any amount reasonably expended by us in collecting payments.

- (c) You will remain liable for transactions debited to the Card Account which were made prior to termination. You will also be liable for standing order authority transactions which have not been cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the internet.
- (d) You may have to pay reasonable enforcement expenses under this User Guide, including any amount reasonably incurred by the use of our staff and facilities, in the event of a breach of the Credit Card Contract.
- (e) If the card account has a positive (credit) balance when it is cancelled or terminated, we may send you a bank cheque or direct credit the closing credit balance of the card account (unless those funds have been submitted as unclaimed monies in accordance with the law) into another credit or transaction account.

We will usually notify you before we close the card account, but there may be circumstances where we are not able to (such as where our record of your address is out of date). You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

If the card account becomes inactive and has a (credit) balance, and if we have not closed the card account in accordance with these Conditions of Use, we will hold the credit balance in this card account until you contact us to claim those funds, or we are required to submit those funds as unclaimed monies in accordance with the law, whichever occurs first.

## 13.2 Variation

We may change this User Guide at any time by notifying the Primary Cardholder in the following manner:

(a) **Changes to the Annual Percentage Rate**

We may notify you of an increase to the Annual Percentage Rate by written notice no later than the day on which the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect. Written notice will not be given where we reduce the Annual Percentage Rate that applies to the Card Account.

(b) **Changes to the method of calculation or application of interest charges**

We may notify you of a change in the manner in which interest is calculated or applied (including a change in or the abolition of any interest-free period) by giving you written notice no later than 30 days before the change takes effect.

(c) **Changes to credit fees and charges**

We may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 30 days before the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory where we are increasing the amount of a credit fee or charge or introducing a new credit fee or charge. In this case, we will confirm the change before or when your next statement of account is sent after the change takes effect.

Where the change reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(d) **Changes to repayments**

We may notify you of a change in the amount or frequency or time for payment of or a change in the method of calculation of repayments by giving you written notice no later than 30 days before the

change takes effect. Where the change reduces repayments or extends time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(e) **Other Changes**

We may notify you of any other change by giving you written notice (unless clause 13.2(f) applies) no later than 30 days before the change takes effect. Such changes may include:

- Imposing, removing or adjusting transaction limits which apply to the use of your Card, an account or electronic banking terminals. Where the change reduces your obligations or extends the time for payment, we will advise you of the change before or when your next statement of account is sent after the change takes effect.

(f) **When advance notice of a change may not be given**

We may not notify you in advance:

- when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts;
- when you are in default of these Conditions of Use;
- when the Card Account has been an inactive account for at least 6 months;

We will confirm these changes when we send the next statement of your Card Account after the change takes effect.

## 14.0 Other

### 14.1 Change of name or address

You agree to notify us promptly of any change to your name or address. If you fail to notify us of your change of address, you may prejudice your rights under the Credit Card Contract.

### 14.2 Certificate of balance

A certificate signed by one of our officers stating the balance of the Card Account will be sufficient evidence of the amount of the Primary Cardholder's liability to us at the date of issuing that certificate.

### **14.3 Set off – no deduction**

To the maximum extent allowed by law, you give up any right to offset any amount we owe you (for example, credit balances in your other accounts or any deposit) against amounts you owe under the Credit Card Contract. You will need to pay any money you are required to pay under the Credit Card Contract without deducting amounts you claim are owing to you by us or any other person.

### **14.4 Exercising our rights**

If we fail to exercise or delay in exercising any of our rights under this User Guide, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under this User Guide at any time, despite any previous failure or delay on our part.

### **14.5 Governing law**

This User Guide is governed by the laws of New South Wales.

### **14.6 Non-assignment**

You may not assign your rights under this contract to another person. The Bank may transfer this contract to someone else. If the Bank wants to do so, it can give anyone all information that privacy laws allow it to give. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.

### **14.7 Our reporting obligations**

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 658 194 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes

certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

\*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

## 15.0 Information Statement

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

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

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

#### The contract

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

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

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

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

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

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider

may charge you a fee. Your credit provider has to give you a copy:

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.



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

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

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

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

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

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted on 1300 780 808, at [www.fos.org.au](http://www.fos.org.au) or by writing to:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

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

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

## Insurance

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

You can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

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

Yes, if you have taken out 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.

## General

### 14. What do I do if I can not make a repayment?

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

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

16. **Can my credit provider take action against me?**

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

17. **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 780 808, AT [WWW.FOS.ORG.AU](http://WWW.FOS.ORG.AU) OR BY WRITING TO:

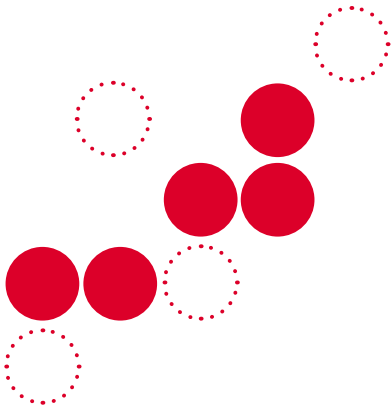
FINANCIAL OMBUDSMAN SERVICE  
GPO BOX 3  
MELBOURNE VIC 3001

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

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**Postal address**

Ignite Credit Card  
PO Box 18  
Sydney NSW 2001

**All enquiries**

8am – 8pm, 7 days a week  
**1800 080 000**

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