

# Value+ Credit Card

## Conditions of Use

Dated: May 2008



That's what we're here for.



Here for good.

# Important information

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These **conditions of use** do not contain all of the terms of your **credit card contract** or all of the information **we** are required by law to give you before the **credit card contract** is formed. Further terms are in the **details of your card account**.

These **conditions of use** apply for all transactions on your **card account**. **We** strongly recommend that you carefully read and keep a copy of these **conditions of use** and the **details of your card account** as they contain important information. You should also ensure that any **additional cardholder** reads these **conditions of use**.

## Emergency phone hotline

Call **us** immediately to report a lost or stolen **card PIN**, or **password**, or difficulty with the operation of **electronic equipment**.

Call 13 19 87 if you are within Australia  
or +61 2 4907 6501 if you are overseas.

## More information

For more information call **us** on 13 19 87  
8am – 8pm Monday – Friday and  
8am – 4pm Saturday – Sunday.

For after hours reporting call 13 19 87

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# 1. Meanings of words

In these **conditions of use** some words have special meanings as set out in this section.

“**access codes**” means the use of your **member number** and your **password**.

“**access method**” means any method **we** make available to **users** to give **us** authority to act on instructions when using **electronic equipment** to debit or credit an EFT account. An **access method** comprises of one or more components including (but not limited to) **cards**, **PINs** or a combination of these but does not include a method requiring the **user's** manual signature where the comparison of the appearance of the manual signature with the written specimen signature is the principal means of authenticating a **user's** authority to give **us** an instruction.

“**additional cardholder**” means a person that is authorised by you to access and operate your **card account** with a **card**, including to use an **access method** to give instructions to **us** for this purpose.

“**ATM**” means an Automatic Teller Machine owned by **us** or someone else.

“**authorised transaction**” means a transaction carried out by you or by an **additional cardholder** or by any other person with your or an **additional cardholder's** knowledge or consent but excepting a transaction carried out by an **additional cardholder** or a person with their consent where before that transaction you told **us** to cancel that **additional cardholder's card**, and the transaction occurred without your knowledge or consent.

“**balance transfer**” means a transaction under which **we** debit the **card account** with an amount you specify or a lesser amount to which **we** agree or approve and pay that amount to **us** or another **card** issuer or **financial institution** for the credit of your (other) specified account with **us** or that **card** issuer or **financial institution** pursuant to a request by you.

“**business day**” means a day **we** are open for business, but does not include a Saturday, Sunday or any public holiday in New South Wales.

“**card**” means any credit **card** issued by **us** on or linked to your **card account**.

“**card account**” means the account or accounts **we** establish in your name or in your name jointly with another person or persons in connection with the use of your **card**.

“**cash advance**” means an advance of cash by **us** to a **user** by use of a **card**.

“**card scheme**” means any body of rules **we** agree to be bound by, or are compulsorily governed by, in relation to the operation of credit **cards**, affecting **financial institutions** and/or merchants such as **us** as participants, and under which **we** may be able to, in some circumstances, **chargeback** any liability otherwise incurred in relation to a transaction.

“**chargeback**” means reverse or cancel or counter or procure a refund for a transaction and consequent upon which **we** in turn agree to credit your **card account** with the amount of that transaction.

“**code**” means information (for example a **PIN** or a **password**) initially known only to a **user** and **us** for intended use only by that **user** (unless **we** otherwise agree) and which information **we** require to be kept secret by that **user**, for use (in the manner **we** specify) in **electronic equipment** in order to access your **card account** or to access **Internet banking** or **phone banking**.

“**conditions of use**” means the rules set out in this document.

“**contract**” means a legally binding agreement.

“**credit card contract**” means the **contract** entered into between you and **us** governing your **card account** including the use of a **card** and the terms of which are comprised in these **conditions of use** and the **details of your card account**.

“**credit limit**” means the **credit limit we** set applicable to your **card account**.

“**currently**” means at the time these **conditions of use** were printed.

“**details of your card account**” means the details in the document or documents (including any schedule) **we** issue to you prior to you entering into your **credit card contract**, and which set out particulars of your **card account** as **we** are required by law to disclose.

“**disclosure date**” means the date **we** disclose to you information about your **credit card contract** as required by law prior to you entering into your **credit card contract**.

“**EFT**” means electronic funds transfer.

“**EFT account**” means an account with **us** from or to which you can transfer funds through **electronic equipment** by use of an **access method**.

“**EFT Code**” means the Electronic Funds Transfer Code of Conduct of 1 April 2001, as amended from time to time.

“**EFTPOS**” means electronic funds transfer at point of sale.

“**EFT transaction**” means an **EFT** initiated by an instruction given through **electronic equipment** using an **access method** to debit or credit a **card account** including a transaction undertaken using a **card** and a **PIN** via an **EFTPOS** facility or via an **ATM**, or a transaction undertaken using **Internet banking** or **phone banking**.

“**electronic equipment**” includes an electronic **terminal**, computer, television, **ATM**, **EFTPOS** machine and phone.

“**financial institution**” means, in Australia, a bank or building society or credit union or any other authorised deposit taking institution within the meaning of Australian Commonwealth law, including **us**, and for overseas institutions it means the equivalent or similar organisations to those just described.

“**foreign ATM**” means an **ATM** owned by someone other than **us**.

“**government charges**” means charges payable under a law of the Commonwealth or of a State or Territory of Australia.

“**Internet banking**” means **our Internet banking** facility you access when you enter via **our** website (**currently** [www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)) through an Internet connection.

“**member number**” means a number **we** issue to you when you apply for access to **Internet banking** or **phone banking** and includes any changes to or replacement of that number.

“**password**” means a number or group of letters issued by **us** or selected by you for use in conjunction with your **member number** to access **Internet banking** or **phone banking**, which **we** require you to keep secret, and includes any changes to or replacement of same.

“**phone banking**” means **our phone banking** facility you access when you call a designated phone number of **ours** for this purpose (**currently** on 13 19 12).

“**PIN**” means personal identification number issued by **us** or selected by you and which **we** require you to keep secret, for use in connection with your **card**.

“**purchases**” means **purchases** of goods or services and includes transactions you authorise merchants to make on your **card account** if certain events occur, such as when you authorise a hotel to complete a transaction when you book a room but you do not arrive to occupy the room.

“**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.

“**system**” means, unless the context otherwise provides, an electronic, communications or software controlled **system** provided by or on behalf of **us** to facilitate **EFT transactions**.

“**terminal**” means an electronic device (including an **ATM**, cash dispenser unit, **EFTPOS** machine or any other electronic funds transfer device) in which a **card** may be used to transfer funds or operate a **card account**, but does not include **Internet banking** and **phone banking**.

“**unauthorised transaction**” means any transaction other than an **authorised transaction**.

“**user**” means you and (where permitted by **us**) any other person you authorise to be an **additional cardholder**.

“**Visa**” means **Visa** International Limited ACN 007 507 511.

“**Visa’s card scheme**” means the **card scheme** operating by or through facilities or services provided or facilitated by **Visa**.

“**we**”, “**us**” and “**our**” means Newcastle Permanent Building Society Limited ABN 96 087 651 992.

The singular includes the plural and vice versa.

## A reference to:

- ✧ a ‘document’ includes any variation or replacement of it;
- ✧ ‘law’ means common law, principals of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- ✧ any ‘thing’ includes the whole and each part of it.

## 2. When conditions of use apply

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Unless you have previously agreed to be bound by the **credit card contract**, then the earlier of:

- ✦ your activation of a **card**; or
- ✦ your or an **additional cardholder's** first use of your **card account** or of any **electronic equipment** involving your or an **additional cardholder's card**;

constitutes your acceptance of **our** offer to enter into your **credit card contract** and indicates that you understand and agree to be bound by the **credit card contract**.

**Cards** issued by **us** are usually posted to you in the mail. However, for security or other reasons **we** may notify you of alternative arrangements for issuing a **card**. You must activate your **card** before you can use it. You must also activate an **additional cardholder's card** before the **additional cardholder** can use it.

For your security, only you can activate your or an **additional cardholder's card**. To do this you must phone **us** (**currently** on 13 19 87) within 21 days of receipt of the **card** to request that it be activated. Immediately upon receipt of the **card**, you and any **additional cardholders** must sign their respective **card**.

# 3. Your card account

A **card** can be used to obtain credit from **us**:

- ✦ to pay for all or part of the price of goods and services;
- ✦ to obtain cash via a **cash advance**;
- ✦ for **balance transfers**; and
- ✦ at **our** discretion for any other transactions permitted by **us**.

In the case of paying for goods or services or obtaining cash, the **card** can ordinarily be used where the relevant supplier, **financial institution** or electronic banking **terminal** accepts **Visa credit cards**, or as otherwise nominated by **us**.

**We** debit the **card account** with all interest charges, **government charges**, **our** fees and charges and **our** reasonable expenses for enforcing the terms of your **credit card contract** which you must pay under your **credit card contract**.

## 4. Additional cardholders

At **our** discretion **we** may issue a **card** to anyone you nominate in writing provided they are at least 16 years of age. You authorise an **additional cardholder** to use their **card** as you are able to use your **card** under the **credit card contract**.

You are liable for any use of the **additional cardholder's card** and any breach of the **credit card contract** by an **additional cardholder** unless the **additional cardholder's** right to use their **card** has been withdrawn and you did not contribute in any way to their use of the **card** thereafter.

An **additional cardholder's** right to use their **card** will only be withdrawn, and the **card** cancelled, when you have notified **us** you want the **additional cardholder's card** to be cancelled and **we** have received either the **card** or correct confirmation that it has been destroyed.

# 5. Membership

Before you can acquire a **card account** you must already be or become a guarantee member of **us**. To apply for that membership you must complete and lodge with **us** an application form approved by **us**. That form may be contained within your application for a **card account**. Whilst **we** are not obliged to grant membership to non members, if you were not a member before acquiring a **card account** then the entry by you into the **credit card contract** will also constitute **our** granting of your membership. On becoming a member you become bound to **our** constitution. If **we** are wound up while you are a member or within 1 year after you cease to be a member you may be liable for an amount up to \$1.00. **Our** constitution contains other rules about membership.

# 6. Security of cards, PINs & access codes

The security of your card, **PIN** and **access codes** and the **card(s)**, **PIN(s)** and **access codes** of any **additional cardholder** is very important. You must make every effort to see that your **card** and any record of your **PIN** and any record of your **access codes** are not misused, lost or stolen.

If you or an **additional cardholder** fails to observe the security requirements set out in these **conditions of use** you may consequently incur liability or increased liability for **unauthorised transactions** as set out in conditions 26 through to 28. However, your liability for losses incurred due to **unauthorised transactions** will be determined under the **EFT Code** only.

## 6.1 Your obligations

You must:

- ✦ sign your **card** as soon as you receive it;
- ✦ not record your **PIN** on your **card** or on any article normally carried with your **card** and which is liable to loss or theft with your **card**;
- ✦ not permit any other person to use your **card**;
- ✦ keep secure and protect your records of **access codes**;
- ✦ keep your record of your **member number** and **password** and confidential identification details separate and apart from each other;
- ✦ not disclose your **PIN** or **access codes** or make them available to any other person (including a family member);
- ✦ use care to prevent anyone else seeing your **PIN** being entered into a **terminal**;

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- ✧ use care to prevent anyone else seeing or hearing your **access codes** being entered into a phone or computer;
  - ✧ destroy or return to **us** an expired **card**; and
  - ✧ not be careless in failing to protect the security of your **card**, **PIN** or **access codes**.

## 6.2 Protecting your PIN and access codes

**We** give you the additional convenience and security of being able to personally select your own **PIN** and **password**. **We** strongly advise you to select a **PIN** and **password** that you can remember without needing to make a written record of it or anything which reminds you of it.

If you require a memory aid to recall your **PIN** or your **password** you may make such a record provided the record is sufficiently disguised.

However, you agree not to:

- ✧ record your disguised **PIN** on your **card**;
- ✧ disguise your **PIN** or your **password** by reversing the number sequence;
- ✧ describe your disguised record as a "**PIN** record", "**password** record" or similar;
- ✧ disguise your **PIN** or **password** using alphabetical characters or numbers: A = 1, B = 2, C = 3 etc;
- ✧ select or disguise your **PIN** or **password** using any of the following combinations (or parts of them): dates of birth, personal phone numbers, car registration numbers, family members names, social security numbers or licence numbers; and

- ❖ store your **PIN** or **password** in any low security electronic device of any kind, such as (but not limited to), calculators, personal computers, electronic organisers, or mobile phones.

There may be other forms of disguise which are unsuitable because of the ease with which another person can discern your **PIN** or **password**. You must exercise extreme care if you decide to use a memory aid for your **PIN** or your **password**.

## 6.3 Additional cardholders

**We** also give each **additional cardholder** a **PIN**. You must ensure that each **additional cardholder** protects their **card** and stores their **PIN** safely in the same way you are obliged to with your **card**.

## 7. The cards are our property

Each **card** remains **our** property. You must return a **card** to **us** if **we** ask for it. You must destroy or return to **us** any **card** that is no longer valid, as soon as you become aware that it is no longer valid. If you have destroyed the **card** then you must notify **us** of that fact immediately before or immediately after you destroy the **card**.

## 8. What you can use your card for

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Only you can use your **card**, and only for your own personal, domestic or household purposes.

## 9. When you can use your card

Once activated, your **card** is valid for the period indicated on it. You cannot use it before the commencement month or after the expiry month on the **card**.

# 10. Using electronic equipment

By making a transaction using **electronic equipment** via an **access method**, you authorise **us** to act on the instructions you enter into that **electronic equipment** for that transaction.

Transactions made through **electronic equipment**:

- ✦ are governed by these **conditions of use**;
- ✦ may also be governed by the terms and conditions of the accounts being used and/or the **contract** for the products and services being acquired; and
- ✦ may be limited to specific amounts set by **us** or by the owner of the **electronic equipment**.

A daily or other periodic electronic banking maximum and/or minimum cash withdrawal amount may apply and **we** and/or other **financial institutions** who own or operate **electronic equipment** or who are involved in some way with a transaction may vary the amount of those limits from time to time.

This maximum or minimum amount does not **currently** apply to **phone banking**, **Internet banking** and **purchases** through **electronic equipment** and over-the-counter withdrawals at **our** branches and other **financial institutions** which display the **Visa** logo, however **we** or other **financial institutions** may place limits upon those transactions at any time in the future.

**We** may process transactions made through **electronic equipment** after 4pm on the **business day** of the transactions, or if the transactions are not made on a **business day**, then after 4pm on the next **business day**.

**We** may cancel the use of your **card** in **electronic equipment** or withhold your **card** at any time, without notice, if **we** believe the **card** is being used in a way that may cause loss to you or **us**.

# 11. Special conditions for balance transfers

The following special conditions apply to requests by you for **balance transfers**:

- ❖ your request for a **balance transfer** is subject to **our** approval;
- ❖ **balance transfers** will only be made to other Australian **financial institution**-issued credit **cards**, unless **we** otherwise indicate;
- ❖ **additional cardholders** can not apply for a **balance transfer**;
- ❖ **we** are not liable for delays in receipt or non-receipt of any relevant application form for, or transmission of, the **balance transfer** upon approval;
- ❖ **we** are not liable for any expenditure incurred on an account you hold or operate with or through any **card** issuer or **financial institution**;
- ❖ the maximum amount **we** will transfer is the amount of the **balance transfer** for which you have applied or a lesser amount as agreed (by you and **us**) or approved by **us**;
- ❖ **we** will charge interest on the amount transferred from the date of the transfer;
- ❖ you must continue to make all necessary payments to your accounts with your other **card** issuer or **financial institution** until you receive confirmation that the **balance transfer** was credited to that account on a future statement;
- ❖ **we** are not liable for any overdue payments or accrued interest or fees or charges on your other account;
- ❖ if you choose to close your account with another **card** issuer or **financial institution** you must cancel any outstanding authorities or periodical debits, such as health insurance or book club subscriptions; and
- ❖ **government charges** and **our** fees and charges may be payable.

## 12. Credit limit

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You must operate your **card account** within the **credit limit** specified in the **details of your card account**. Your **credit limit** is the maximum amount of credit that may be obtained on your **card account**, including any accrued interest charges, fees and charges.

You should tell each **additional cardholder** about your **credit limit**. You are responsible if your **credit limit** is exceeded.

**We** can require you to pay immediately any amount you owe **us** in excess of your **credit limit**.

# 13. Amounts available in cash advances or balance transfers

The minimum amount for any **cash advance** you may request through **electronic equipment** is:

- ✧ in Australia – **currently** \$20; and
- ✧ overseas – whatever the local **financial institution** allows but **currently** not less than the equivalent of \$20.

The maximum daily amount for any **cash advance** you may request through **electronic equipment** is:

- ✧ in Australia – **currently** \$1,000; and
- ✧ overseas – whatever the local **financial institution** allows but **currently** not more than the equivalent of \$1,000.

The minimum amount you may request for a **balance transfer** is **currently** \$500.

The maximum amount you may request for a **balance transfer** is whatever **we** agree to subject to your **credit limit**.

**We** may change the minimum or maximum amounts of **cash advances** or of **balance transfers** at **our** discretion. **Foreign ATMs** or other **financial institutions** which own or operate **electronic equipment** may also place or change limits on the use of their **electronic equipment**.

# 14. Obtaining goods and services

You can normally use your **card** to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where a **Visa** logo is displayed.

**Visa** credit **cards** can normally be used throughout the world where **Visa cards** are accepted. The fact that the **Visa** logo is displayed at a merchant's premises does not mean that **we** guarantee all goods and services available there may be obtained by using a **card**. **We** are not responsible if a merchant refuses to accept your **card**, or does not allow **cash advances** or places other limitations on the use of your **card**. **We** have no control over the hours a merchant may be open for business. The hours during which a **terminal** is available may also vary in accordance with the merchant's opening hours.

You can normally use your **card** to obtain goods and services through mail order, by phone or by using the Internet, where the merchant accepts payment through those methods. **We** are not responsible for goods or services obtained by you using a **card**, unless the law makes us liable. Therefore, if you have any complaints about goods or services obtained by the use of a **card**, you must take them up with the relevant merchant.

## 14.1 Holds on your card account

Sometimes a merchant will require the details of your **card** before you make a purchase. For example, a hotel merchant might require you to hand over your **card** at the beginning of a stay in that hotel as security for the cost of your accommodation. When this happens, the merchant may take an electronic swipe of your **card** and then return your **card** to you. The electronic swipe is normally to confirm to the merchant that you have sufficient available funds in your **card account** to cover the cost of your

liability to the merchant. **We** call this putting a “hold” on those funds. You may not be able to access those funds until the “hold” is removed.

When a transaction for this amount is processed, the “hold” is normally removed. If, for example, at the end of your stay at the hotel you choose to pay with cash instead of through the use of your **card**, or the amount of your bill is greater or less than the amount over which the hotel had placed a “hold”, the “hold” will not normally be removed and consequently you may not be able to access the funds otherwise available in your **card account** pertaining to the “hold”. You may be prevented from accessing those funds for a period of up to 14 days. **We** cannot cancel a “hold” that has been placed on funds otherwise available in your **card account**.

However you may normally cancel the “hold” by:

- ✧ performing a transaction with that merchant for an equal amount; or
- ✧ asking the merchant at the time you perform the transaction to remove the “hold”.

## 14.2 Ensure that the correct amounts are debited to your card account

You must check that the correct amount is entered in a **terminal** or written in the “total” box on a voucher before you authorise the transaction or sign the voucher. You must take up any dispute over what you believe to be incorrect charging directly with the relevant merchant or **financial institution**.

The amounts shown on each sales voucher and withdrawal slip are deemed sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.

A merchant must issue a valid credit voucher to make a refund to you. **We** can only credit your **card account** with the refund when **we** receive the voucher from the merchant's **financial institution**.

## 14.3 Using your card to receive cash

You can use the **card** in combination with your **PIN** to obtain a **cash advance** from any of **our ATMs**, most **foreign ATMs**, **our** branches and other **financial institutions** in Australia and from any **ATM** or from any branch of a **financial institution** throughout the world displaying the **Visa** logo, subject to any rules of the **financial institution** concerned and the **electronic equipment** concerned functioning properly. **We** do not warrant that **ATMs** will always have money available.

A **cash advance** fee may apply. The current amount of this fee is set out in the **details of your card account** issued to you and this fee may change from time to time.

When obtaining cash at a branch of a **financial institution**, you may be required to produce suitable identification which identifies the holder of the **card** (such as a photographic driver's licence or passport).

When you or an **additional cardholder** use a **card** and **PIN** at a **terminal**, you authorise **us** by this to act on the instructions entered into that **terminal**.

Money is at your risk from when it becomes visible or available to you or an **additional cardholder** at an **ATM**.

# 15. Overseas transactions

A **card** can be normally used to obtain cash or make **purchases** in local currency at most overseas **terminals** displaying the **Visa** logo.

Transactions are converted from the currency of the transaction to the Australian dollar equivalent, or to United States dollars then to the Australian dollar equivalent, as at the date they are processed by **Visa** at rates determined by **Visa**. This amount plus any charges are then debited to your **card account**.

The current amount of the conversion fee is set out in the **details of your card account**. This fee may change from time to time.

All transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

# 16. Issuing statements

**We** normally post you a statement once every month, if, at the statement date in any month:

- ✦ there are any amounts owing by you or to you on your **card account**; or
- ✦ there have been any amounts charged or credited to your **card account** since the previous statement date.

**We** do not send you a statement of your **card account** if:

- ✦ the amount outstanding on your **card account** is less than \$2 and no entries have been made since the previous statement date; or
- ✦ **we** have written off the amount you owe **us** on your **card account** and no other entries have been made since the previous statement date; or
- ✦ you have failed to comply with the terms of your **credit card contract** over three consecutive **statement periods**, including the last **statement period**, and **we** have not given you credit on your **card account** during the last **statement period**.

You may ask **us** in writing to give you a written statement of the amount owing on your **card account** at any time and of the particulars of the items making up that amount. If so then **we** will endeavour to provide that statement to you at the earliest practicable time, subject to any compulsory law providing for any shorter minimum time frame.

# 17. Account payments

Each **card account** statement sets out:

- ❖ a closing balance which tells you how much you owe; and
- ❖ the minimum payment (if any) you must make; and
- ❖ the date on which the minimum payment is due for payment. The due date for payment is the date shown on the statement, provided however if the due date would fall on a day that is not a **business day**, then it will be the next **business day**.

You must pay at least the minimum payment (if any) by the due date. If you want to, you can pay more than that minimum payment at any time.

# 18. Minimum monthly payments

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Amounts shown on the statement as being payable immediately will be the greater of:

- ❖ overlimit amounts (being amounts over your approved **credit limit**); and
- ❖ overdue amounts (being amounts previously owed to **us**).

In addition, there will normally be minimum monthly amounts payable by the due dates shown in the statement and for which:

- ❖ you must make the minimum monthly payment by the due date shown on the statement. Additional payments can (but need not) be made towards the closing balance shown on the statement; and
- ❖ if the closing balance on the statement is within your **credit limit**, then the minimum monthly payment will be the greater of 3% of the closing balance (rounded up to the nearest dollar) or \$10. Unless indicated otherwise, if the closing balance is less than \$10 it must be paid in full. If the closing balance equals or is greater than the **credit limit** then the minimum monthly payment is 3% of the **credit limit**.

# 19. Methods of payment

You must pay your **card account** in Australian currency in Australia.

You cannot pay it through a **financial institution** overseas. If you are overseas, you must arrange for someone in Australia to make payments to your **card account**.

You can make your payments at any of **our** branches or send them direct to the address shown on a statement of your **card account**. You can also make payments by using **electronic equipment** to transfer funds to your **card account**.

For the purpose of payments you make through **electronic equipment**, a **business day** ends at 4pm. **We** may process those payments made after 4pm, at anytime on the next **business day**.

Payments made from accounts with other **financial institutions** to your **card account** are also subject to any relevant processing cut off time of the other **financial institution** concerned.

# 20. Processing payments

Your payments are made only when **we** credit them to your **card account**. **We** credit a payment to your **card account** as soon as practicable. Proceeds of cheques, whilst credited to your **card account**, are subject to **our** clearance requirements and the clearance requirements of other relevant **financial institutions**. This may take several days. If you pay by cheque and the cheque is dishonoured, **we** treat the payment as if it was never made.

## 20.1 Crediting of payments to your card account

Payments are allocated to your **card account** in the following order:

**Firstly:** unpaid **government charges**, taxes, **our** fees and charges, and interest;

**Secondly:** **our** fees and charges that have been incurred but are yet to appear on any statement of account;

**Thirdly:** **balance transfers** that are shown on any statement of account;

**Fourthly:** **cash advances** that are shown on any statement of account;

**Fifthly:** **purchases** that are shown on any statement of account;

**Sixthly:** **balance transfers** that have occurred but are yet to appear on any statement of account;

**Seventhly:** **cash advances** that have occurred but are yet to appear on any statement of account;

**Lastly:** **purchases** that have occurred but are yet to appear on any statement of account.

# 21. Interest on your card account

## 21.1 Interest-free days for purchases

The maximum interest-free period on your **card account** is shown on the **details of your card account**. The actual interest-free period you get on a purchase may be less, due to the date on which the purchase is made and the date on which a **statement period** ends.

Each statement of your **card account** tells you the closing balance on the account at the end of the **statement period**. If you want to make full use of the interest-free period available on **purchases**, you must pay at least the closing balance for a **statement period** before the due date listed in each statement.

Otherwise, **we** charge interest in the next **statement period** on the outstanding amount of all **purchases** made in that **statement period** and **purchases** made in the **statement period** immediately before.

## 21.2 Calculating and debiting interest charges on transactions other than balance transfers and cash advances

In this condition, **purchases** and any other amounts **we** can debit to your **card account**, including interest amounts, fees and charges debited to your **card account**, but excluding **cash advances** and **balance transfers**, will be called "repayable amounts".

Subject to condition 21.1, **we** charge interest on all repayable amounts debited to your **card account**. **We** calculate interest on each transaction from the date it is debited to your **card account** until the date **we** receive payment for it in full.

**We** calculate the interest **we** charge by using the daily percentage rates applying to your **card account**. The daily percentage rates **we** use for your **card account** are calculated by dividing the annual percentage rates applying to your **card account** by 365. The annual percentage rates applying at the date **we** offer you your **card account** are stated in the **details of your card account**.

For any **statement period** there may be some repayable amounts on which **we** charge interest and some on which **we** do not charge interest. For example, if you have made **purchases** during a **statement period** and are eligible to receive interest-free days for those **purchases** and you have incurred a fee during that **statement period**, **we** do not charge interest on those **purchases** but **we** do charge interest on the fee incurred during that **statement period**.

Where there are repayable amounts on which **we** do charge interest, **we** calculate interest on those repayable amounts for a **statement period** in three steps:

- ✧ first, **we** average the outstanding daily amount of the repayable amounts on which **we** do charge interest over the **statement period**;
- ✧ then **we** multiply this average by the daily percentage rates applying to your **card account**; and
- ✧ finally, **we** multiply this amount by the number of days in the **statement period**.

The result **we** get from the last step is the amount of interest on repayable amounts **we** charge to your **card account** in the **statement period**.

## 21.3 Interest charges on balance transfers and cash advances

Interest is charged on a **balance transfer** or **cash advance** from the date it is debited to your **card account** until the amount of the **balance transfer** or **cash advance** is paid in full.

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## 21.4 Calculating and debiting interest charges on balance transfers and cash advances

We calculate the interest on **balance transfers** and **cash advances** for a **statement period** in three steps:

- ❖ first, we average the outstanding daily amount of the **balance transfers** and the outstanding daily amount of **cash advances** over the **statement period**;
- ❖ then we multiply the averages calculated in the preceding step by the daily percentage rates applying to **balance transfers** and **cash advances** on your **card account**, respectively; and
- ❖ finally, we multiply the amounts calculated in the preceding step by the number of days in the **statement period**.

The results we get from the last step are the amounts of interest on **balance transfers** and **cash advances** that we charge to your **card account** in the **statement period**.

## 21.5 When interest is debited to your card account

We debit your **card account** on the last day of each **statement period** with the interest we calculated during that **statement period** up to and including that last day (but the interest is not included in that day's balance owing on your **card account** for the calculation of interest).

## 22. Credit fees and charges

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**We** debit all fees and charges to your **card account** as described in the **details of your card account**.

As at the **disclosure date**, the types of fees and charges pertaining to your **card account**, and the rates, amounts or calculations and frequency of payment of same, and the circumstances in which they may apply, as far as can be ascertained at that time, are as set out in the **details of your card account**.

All **government charges** are debited to your **card account** at the end of the **statement period** to which they relate.

# 23. Reporting mistakes & claiming chargebacks

You should keep all vouchers and transaction records you are given from merchants, **financial institutions** and **electronic equipment** and check the details and entries on each statement of your **card account** for accuracy as soon as you receive it.

The date appearing on your transaction record may not be the transaction date shown on your statement because transactions completed on non **business days** or after 4pm on **business days** may be processed on the next **business day**.

You should tell **us** promptly if you think there is an error, discrepancy or **unauthorised transaction** in your statement. If you delay telling **us** it may limit **our** ability to resolve any subsequent complaint. If you do not tell **us** within 30 days of the statement date then **we** may lose **our chargeback** rights. If you tell **us** after this time and **we** cannot **chargeback** the transaction, you may still be liable for that transaction.

## 23.1 How to dispute a transaction

If you dispute a transaction on your **card account** or any transaction involving use of a **card** and **PIN**, you should phone **us** (**currently** on 13 19 87) or visit one of **our** branches to complete a request to have your complaint investigated.

If your complaint relates to a transaction involving use of your **card** and **PIN** or **card** and **password** and it cannot be resolved immediately **we** will write to you and tell you of **our** procedures for investigating and resolving the complaint.

Within 21 days of **our** receiving the details of the complaint, **we** will either complete **our** investigations or write to inform you that **we** need more time to complete **our** investigations.

Unless there are exceptional circumstances, in which case **we** will write to you to let you know, **we** will endeavour to complete **our** investigation of a transaction involving use of your **card** and **PIN** within 45 days of receiving the notice of complaint.

Your complaint may take longer to resolve if:

- ✦ an error occurred when you used your **card** in **electronic equipment** overseas; or
- ✦ your complaint is about a transaction which did not involve the use of a **card** and **PIN**.

When **we** complete **our** investigation **we** will write to you or otherwise contact you telling you of the outcome of your complaint and the reasons for **our** decision.

If a decision on your complaint is not made within 90 days of receiving the notice of complaint then you will be advised within a further five days that the complaint may be referred to the Financial Co-operative Dispute Resolution Scheme Ombudsman.

If **we** conclude as a result of **our** investigations that your account has been incorrectly debited or credited, **we** will adjust your **card account** (including any interest and fees and charges) and advise you of the amount by which your **card account** has been debited or credited.

If **we** conclude that your **card account** has not been incorrectly debited or credited, or in the case of **unauthorised transactions**, that you are liable for the loss or for part of the loss, **we** will give you copies of any documents and other evidence on which **we** base **our** findings subject to any relevant privacy law restricting **us** from doing so.

If, after this review, you are still dissatisfied with **our** findings, **we** will tell you about outside authorities or persons to whom you can take your dispute.

## 24. Unauthorised use, loss or theft of your card, PIN or password

You must tell **us** as soon as you become aware that your **card** is misused, lost or stolen or you suspect that your **PIN** or **password** has become known to someone else. If your **card** is lost or stolen and **unauthorised transactions** then occur on your **card account**, you will normally not be liable for all losses occurring after you tell **us** that your **card** has been lost or stolen, unless you or an **additional cardholder** contributed to that loss.

## 25. Reporting lost or stolen cards or revealed PINs or passwords

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In Australia, you must notify **us** by:

- ✦ phoning **us** (**currently** on 13 19 87) during business hours; or
- ✦ calling into **our** nearest branch during business hours; or
- ✦ phoning **us** (**currently** on 13 19 87) after business hours.

If you are unable to tell **us** of the loss, theft or known or suspected unauthorised use of your **card** because **our** facilities are unavailable, you will not normally be liable for any losses from **unauthorised transactions** which could have been stopped if you had been able to contact **us**, provided however, you must tell **us** within a reasonable time when another means of telling **us** becomes available (for example by visiting or phoning one of **our** branches when it is open).

If you are overseas, you must phone the **Visa** emergency hotline:

- ✦ if you are in the USA – this number is **currently** 866 765 9644
- ✦ if you are in New Zealand – this number is **currently** 0508 600300
- ✦ if you are in the UK – this number is **currently** 08001695189
- ✦ if you are in Singapore – this number is **currently** 800 4481 250
- ✦ if you are in any other country contact the local phone operator and request a reverse charge/collect call to Australia and quote 1800 450 346.

Or call into any **financial institution** displaying the **Visa** logo and notify them of the loss, theft, or known or suspected unauthorised use of the **card**.

# 26. Liability for transactions

In the event any provision of these **conditions of use** determining your liability for transactions conflicts with the **EFT Code** then to the extent of that inconsistency the provisions of the **EFT Code** will prevail. **We** warrant that **we** will comply with all of the applicable requirements of the **EFT Code**.

Any guidelines **we** give you on security of an **access method** are subject to the **EFT Code** and your ultimate liability for transactions is determined under the **EFT Code** rather than under those guidelines.

There are exceptions to your liability which differ depending on whether the transaction is an authorised or **unauthorised transaction**.

**Visa's card scheme** allows **us** to dispute an **authorised transaction** for you in certain circumstances (if **we** do so within strict time limits). If **Visa's card scheme** rules allow **us** to do so, **we** will (upon your request) **chargeback** a transaction for you. Usually **we** can only do this if you tried to get a refund from the merchant first and were unsuccessful. You have 30 days from the statement issue date (to which the transaction relates) to notify **us** of any request for a **chargeback**. If you tell **us** after this time, and **we** cannot **chargeback** the transaction, you will continue to be liable for that **authorised transaction**.

You are not liable for any loss arising out of an **unauthorised transaction** which:

- ✧ you or any other **user** did not contribute to; or
- ✧ arises after you have notified **us** that any **card** forming part of the **access method** had been misused, lost or stolen or that the security of **codes** forming part of the **access method** has been breached; or

- ✦ is caused by the fraudulent or negligent conduct of any of **our** employees or agents or act of the employees or agents of any person (including merchants) involved in the **EFT** network; or
- ✦ results from any component of an **access method** being forged, faulty, expired or cancelled; or
- ✦ arose from transactions requiring the use of any **card** or **code** forming part of the **access method** which occurred prior to you or a **user** receiving such **card** or **code**; or
- ✦ is caused by the same transaction being incorrectly debited more than once to your **card account**; or
- ✦ you were not aware of and could not have known about.

If your claim for an **unauthorised transaction** arises because of a lost or stolen **card**, **we** may be able to **chargeback** the transaction for you, provided that you tell **us** within 30 days of the statement issue date (to which the transaction relates) so that **we** do not lose **our chargeback** rights.

If you tell **us** after this time, and **we** cannot **chargeback** the transaction, you may be liable for that **unauthorised transaction**.

# 27. Liability for unauthorised transactions

You will be liable for actual losses resulting from **unauthorised transactions** by you or an **additional cardholder**:

- ✦ engaging in fraud; or
- ✦ voluntarily disclosing any of their **codes** to anyone, including a family member or friend; or
- ✦ keeping a record of a **code** without making a reasonable attempt to disguise it or to prevent unauthorised access to it or acting with extreme carelessness in failing to protect your or their **codes**.

You 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 a **card**, or of a **code** becoming known to someone else. Your liability here 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 or of the **code** becoming known to someone else and when **we** were actually notified of the situation which gave rise to the loss.

Your liability is subject to **us** proving on the balance of probability that you contributed to the losses in one or more of the ways listed above.

## 28. Extent of your liability

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You will not be liable to pay for that portion of the losses incurred for **unauthorised transactions** on any one day which:

- ✧ exceed the daily (or other periodic) transaction limit; or
- ✧ exceed the **credit limit**; or
- ✧ **we** agreed could not be accessed using an **access method**.

Your liability for losses resulting from **unauthorised transactions** in circumstances where a **code** was required to perform the transaction and it is unclear whether a **user** contributed to the loss, will be limited to the least of:

- ✧ \$150; or
- ✧ the balance of the **card account** (including any pre-arranged credit); or
- ✧ the actual loss at the time **we** are notified of the misuse, loss or theft of the **card** or of the **code(s)** becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily or other periodic transaction limit).

## 29. If the lost card is found

You must not use the **card** again if you recover it after you have reported it as lost or stolen. Instead you must tell **us** as soon as you can after recovering it. If you are overseas at the time and cannot contact **us** for any reason, then you should tell a financial institution displaying the **Visa** logo.

# 30. Variation

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## We may:

- ✦ change the annual percentage rate pertaining to your **card account**; or
- ✦ change the amount and frequency of payment of fees and charges in relation to your **card account**; or
- ✦ impose a new fee or charge in relation to your **card account**; or
- ✦ impose or adjust a daily or other periodic transaction limit in relation to your **card account**; or
- ✦ increase your liability for losses in relation to **EFT transactions**; or
- ✦ vary any of the terms of your **credit card contract** at any time.

## We will give you:

- ✦ notice of an increase in the annual percentage rate no later than the day before the day on which the increase takes effect. **We** may publish the notice in a leading daily newspaper circulating throughout your region. If **we** do this then **we** will confirm the increased rate in writing before or when **we** send the next statement of your **card account**;
- ✦ at least 30 days written notice of any change in the manner in which interest is calculated or the annual percentage rate is applied under these **conditions of use**;
- ✦ at least 30 days written notice of any change in the frequency or time for payment or change in **our** method of calculating minimum payments;

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- ✦ at least 30 days written notice of any change in the frequency or time for payment of a fee or charge;
  - ✦ at least 30 days written notice of any increase in the amount of a fee or charge or the introduction of a new fee or charge or any change in a daily or periodic transaction limit or any increase in liability for losses in relation to **EFT transactions**; and
  - ✦ at least 30 days written notice of any other changes to the terms of your **credit card contract**.

To the extent permitted by law, **our** obligation to give you advance notice of changes to the terms of your **credit card contract** does not apply if variations are required in an emergency to restore or maintain the security of **our** electronic banking **systems** or your **card account**.

**We** will notify you of the introduction of or any change to **government charges** after you enter into your **credit card contract** by written notice to you or by advertisement in a leading daily newspaper circulating throughout your region but in either case only if the government does not publicise the introduction or change.

# 31. Default

You are in default under your **credit card contract** if:

- ✦ you do not pay on time any amount payable under your **credit card contract**; or
- ✦ you or any **additional cardholder** breaches any other of the terms of your **credit card contract**; or
- ✦ you give **us** incorrect or misleading information in connection with your **credit card contract** before or after you accept **our** offer to enter into your **credit card contract**.

In some circumstances **we** may give you a notice requiring you to rectify the default (if it can be rectified) within a certain time of **our** notifying you of the default. In other circumstances **we** may not have to give you a notice (for example, if a Court excuses **us** from giving a notice or the law does not compel **us** to do so in any event).

If you are in default and:

- ✦ you do not fix the default in the time allowed by the notice **we** give you; or
- ✦ the default cannot be fixed and the time stated in the notice **we** give you elapses; or
- ✦ **we** do not have to give you a notice,

then **we** may decide, without further notice, that all money owing by you under your **credit card contract** is due and payable immediately; and/or **we** may sue you for payment of the money you owe **us**; and/or **we** may terminate your **credit card contract**. On termination you must immediately return to **us** your **card** and any **card** issued on your **card account** to an **additional cardholder**.

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**We** can do any or all of the above things in any order. You must pay **us** any expenses **we** reasonably incur in enforcing **our** rights against you due to your default under your **credit card contract**.

These expenses:

- ✧ may be debited to your **card account** by **us**; and
- ✧ are payable from the date when debited by **us**.

If any obligation to pay **us** an amount under your **credit card contract** becomes merged in a court order, then you must pay interest on that amount as a separate obligation. The interest rate **we** apply from time to time is the higher of the annual percentage rate chargeable under your **credit card contract** and the rate payable under the court order. **We** calculate the interest daily and may debit your **card account**:

- ✧ monthly; and
- ✧ on the day the **card account** is repaid in full, with the interest calculated up to the end of the day prior to the date of full repayment.

If you are in default, **we** may use funds you have in other accounts with **us** toward repaying **us** the amount owing under that default, and without giving you prior notice, but **we** will notify you after **we** do this.

## 32. Cancellation of your card

**We** may cancel your **card** at any time without notice. You must return the cancelled **card** to **us** as soon as possible after you become aware of it being cancelled. You must pay the minimum payment amount shown on each statement of your **card account** issued after **we** cancel your **card**. **We** continue to charge interest, **our** fees and charges and **government charges** to your **card account** until you repay your **card account** in full.

**We** cancel your right to obtain credit on your **card account** once **we** have cancelled your **card**. **We** will give you written notice that **we** have cancelled credit on your **card account** as soon as possible after cancellation. You must not try to obtain credit on your **card account** after **we** cancel your **card**. You may obtain credit after cancellation of your **card** only if **we** issue you with a new **card**. You are responsible for cancelling any periodical payment authorities that are linked to your **card account** when your **card** is cancelled.

# 33. Termination of your credit card contract

You may terminate your **credit card contract** before you first obtain or try to obtain any credit under it and at any time after that if you:

- ✦ give **us** written notice; and
- ✦ return to **us** your **card** and any additional **cards** issued on your **card account**; and
- ✦ pay the outstanding balance (if any) of your **card account**.

On termination of your **credit card contract** by you or **us**:

- ✦ you continue to be responsible for any liabilities you incur before termination of your **credit card contract**; and
- ✦ interest, **our** fees and charges, **our** reasonable enforcement expenses and **government charges** continue to be chargeable on your **card account** until the outstanding balance (if any) is reduced to nil; and
- ✦ you are responsible for cancelling any periodical payment authority that is linked to your **card account**.

## 34. Electronic equipment failure

We will make all reasonable efforts to help ensure that **electronic equipment** within **our** ownership or control operates during the hours it is normally expected to, but **we** are not liable to you if **electronic equipment** does not accept your instructions for a transaction or if your **card** does not activate **electronic equipment**, whether or not that equipment is owned by **us** or within **our** control.

If **electronic equipment** accepts your instructions on a transaction, then **we** are liable to you for the loss caused if that transaction is not completed in accordance with those instructions due to a malfunction of the **electronic equipment**, so long as and to the extent your instructions were not in breach of your **credit card contract**.

However, if you are aware or had reason to suspect (immediately prior to using the **electronic equipment**) that the **electronic equipment** may not be functioning at all or correctly, then **our** liability to you is limited to correcting any incorrect entry in your account and the refund of any fees and charges debited to your account as a result of the incorrect entry.

You do not lose any protection that **we** give you under these **conditions of use** when you use your **card** in **electronic equipment** that is not owned or controlled by **us**.

# 35. When unforeseen circumstances occur

Except as stated elsewhere in these **conditions of use**, **we** are not liable to you for loss if **we** cannot carry out **our** obligations because of industrial dispute, equipment failure or malfunction, or any other unforeseen circumstances or circumstances beyond **our** control. Unless prohibited to do so by law, **we** may send by electronic communication any information required to be provided under the **EFT Code** by:

- ❖ forwarding such information to a **user's card** or **electronic equipment** or to an electronic address nominated by the **user**; or
- ❖ making such information available for retrieval at an electronic address nominated by **us**.

Prior to **our** using any electronic communication as provided, **we** will seek your consent to receiving information electronically.

## 36. Money owed by you to us

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All money you owe **us** on your **card account** is unsecured. It does not form part of any money secured by any security you or any other person gives **us** no matter what the terms of that security say.

# 37. Change of address

You must tell **us** promptly if you change your address or contact particulars. You can do this by phoning **us** (**currently** on 13 19 87).

## 38. Your rights

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These **conditions of use** do not affect or limit any of your rights which cannot be excluded or modified under any compulsory law applying to your **card** or your **card account**, and to the extent of any inconsistency between same that compulsory law prevails.

## 39. Assignment

To the extent permitted by law, **we** may assign or encumber or otherwise deal with **our** rights under your **credit card contract** in any way **we** wish. You cannot assign your obligations or rights under your **credit card contract** in any way without **our** written consent and which **we** can withhold at **our** discretion.

## 40. Commission

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A commission may be payable to **us** from an entity providing credit insurance in relation to your **credit card contract**. If so then **we** will disclose this in the **details of your card account**. A commission may also be payable by **us** to an entity who may have introduced you to **us** in relation to your **credit card contract**. If so then **we** will also disclose this in the **details of your card account**.

# 41. Privacy Act acknowledgement and consent

**We** understand how important the privacy of your information is to you and **we** are committed to ensuring the confidentiality of your personal information. This clause (apart from being one of the **conditions of use**) also constitutes **our** policy statement on how **we** manage and protect your personal information.

## 41.1 Collection

**We** collect most personal information directly from you. For example, **we** may collect personal information when you open an account, fill in an application form, deal with **us** over the phone, send **us** a letter, visit **our** website or when you have contact with **us** in person. The types of personal information **we** collect and hold will depend on the particular products and services you request from **us**.

The personal information **we** collect includes your name, contact details (eg phone number, email, postal and residential address), tax file number, date of birth and transactional information about the use of the product or service. Where relevant (for example, in the case of a loan application), **we** will also collect and hold information about your financial position, place of work, credit history and transaction history. In certain circumstances, **we** may collect sensitive information such as health details.

There may be occasions when **we** need to source personal information about you from a third party. For example, **we** may collect personal information from a credit reporting agency or an insurer of your mortgage (but only if you authorise **us** to do so).

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The only personal information which **we** collect about you when you use **our** website is what you tell **us** about yourself, for example, by completing an online form such as a loan application or by sending **us** an email. When you visit **our** website, **our** server may attach a small data file known as a “cookie” to your hard drive. A cookie is a packet of information that allows the website to identify and interact more effectively with your computer.

When you use **our** website, **we** send you a unique identification number, which may be in the form of a cookie. A different identification number is sent each time you use **our** website. **We** do not **currently** identify individual **users**, although **we** can identify a **user’s** browser type and your Internet service provider.

To evaluate the effectiveness of **our** website, **we** may collect statistical data. No personal data will be collected on these occasions.

You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. If you configure your browser so that it does not receive cookies then some of the functionality of **our** website and other sites may be lost. In particular, the use of online services creates the need for **us** to be able to identify the member and cookies used for this purpose. If you disable them the service may not recognise you.

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## 41.2 Use and disclosure

**We** collect and use your personal information for the primary purpose of:

- ✦ opening an account for you;
- ✦ assessing an application by you for a product or service; and
- ✦ providing you with the product or service that you have requested.

**We** may use or disclose your personal information for purposes related to the main purpose for which **we** collect it, such as:

- ✦ administering, monitoring, evaluating and managing the product or service you have with **us**;
- ✦ internal accounting and administration;
- ✦ providing you with information about other products and services offered by **us** or a related company of **us**;
- ✦ complying with regulatory requirements;
- ✦ managing **our** relationship with you;
- ✦ protecting you and **us** from error or fraud.

**We** may disclose your personal information to a related company of **ours**, but it will still remain confidential. This will allow them to tell you about products and services offered by them that may be of interest to you.

**We** may also disclose your personal information when **we contract** out some of **our** functions to external service providers who conduct specific activities for **us** such as mail-outs. However, the information remains (between them and **us**) **our** property and the external service provider will be subject to strict confidential and non-disclosure obligations.

If you do not wish to receive direct marketing information from **us**, you can tell **us** and **we** will stop sending you such information. Furthermore, **we** may disclose your personal information if, for example:

- ✧ you have given **us** your express or implied consent to disclose the information; or
- ✧ the disclosure is required by law (such as, under a Court order or subpoena or a law that allows a government agency, such as the Australian Taxation Office, to demand that **we** disclose information about your **card account**); or
- ✧ the disclosure is permitted or authorised by law (such as, under the Privacy Act 1988); or
- ✧ **we** need to protect **our** interest (such as in legal proceedings to which **we** are a party); or
- ✧ the disclosure is required in the public interest (such as, where a crime or fraud has been committed).

**We** will not, without your consent, disclose names and addresses to third parties for the purpose of enabling them to direct market their products and services to you.

## 4.3 Security

**We** will take reasonable precautions and security measures to keep your personal information secure and protect it from loss and misuse and from unauthorised access, modification and disclosure.

If **we** have accurate personal information about you, it enables **us** to provide better service.

**We** take reasonable steps to ensure that your personal information is accurate and up-to-date whenever **we** collect or use it.

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If you find that current personal information **we** hold about you is inaccurate or out-of-date, please contact **us** immediately and **we** will correct it. If **we** disagree with you about the accuracy, completeness or currency of a record of your personal information held by **us**, **we** would if you request **us** to do so, take reasonable steps to associate with that record a statement to the effect that you claim this to be the case.

## 41.4 Access to personal information

You can ask **us** to provide you with access to the personal information **we** hold about you. If **we** are able to, **we** will provide you with access. A fee may apply to such access. In some cases, **we** are entitled under the National Privacy Principles to refuse to give you access to your personal information. This includes circumstances where giving you access would prejudice negotiations **we** are having with you, prejudice investigations of unlawful activity or prejudice activities carried out by or for a law enforcement agency. If **we** deny your request for access, **we** will let you know why.

## 41.5 Changes to this Policy Statement

**We** may change this Policy Statement from time to time, but will remain bound by any legislative requirements.

**We** may notify you about changes to this Policy Statement by posting an updated version of it on **our** website.

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## 41.6 Further information and complaints

You can also ask **us** for more information about the way **we** manage your personal information. If you have a complaint or would like access to your personal information, please contact **us**. For this purpose, **our** contact details are **currently**:

### **Member Support Centre**

Newcastle Permanent Building Society

PO Box 5001, HRMC, NSW 2310

Fax: 02 4927 4475

Phone: 13 19 87

Email: [enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au)







Drop into your local  
branch, visit the website  
or call 13 19 87

[www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)



That's what we're here for.



Here for good.