

# **Credit Card Conditions of Use. Credit Guide.**

**This document does not contain all the terms of this agreement or all of the information we are required by law to give you before the agreement is formed. Further terms and information are in the Offer.**

Separate terms and conditions apply to your use of *Internet and Phone Banking*. You can obtain a copy of these terms and conditions by:

- visiting a branch;
- calling our Customer Contact Centre on 13 13 76;
- visiting our website [www.banksa.com.au](http://www.banksa.com.au)

## **CREDIT CARD CONDITIONS OF USE**

### **Important:**

To gain access to the convenience of electronic banking terminals - ATM/EFTPOS outlets, cash dispenser units - it is necessary for you to have a PIN on your card. We give you a PIN. You can choose your own PIN. If you wish our branch staff will be pleased to help you do this.

**Caution!** When your card is magnetically encoded and the card is exposed to a strong magnetic field or comes into contact with another plastic card with a magnetic strip, the encoded information may be destroyed. The card may then be unusable in electronic terminals.

The Offer states who the account owner is. The account owner is also the primary cardholder. If you are the primary cardholder, you are liable for the entire balance. If this is a joint account, each of you is a primary cardholder and each of you is jointly and individually liable for the entire balance. Either of you can write to us and terminate your liability for future advances on your joint account. However, you remain liable for transactions made before, but debited to the account after, you terminate your liability.

This booklet details the respective rights and obligations, for you and BankSA, and offers guidance on the proper and safe use of credit cards and electronic banking services.

We strongly recommend that you read this booklet carefully and retain it for your future reference. If you do not understand any part of it, please contact our staff on **13 13 76**. They will be happy to explain any matter for you.

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## CONDITIONS OF USE

### IMPORTANT WORDS

**access method** means a method we authorise you to use to instruct us through electronic equipment to debit or credit a card account.

It comprises the use of one or more components including a card, card number, PIN, Internet and Phone Banking security number, Internet Banking password or Internet and Phone Banking access number or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction.

**additional cardholder** means a person or persons to whom a card has been issued at your request under condition 6.

**agreed line of credit** means, the daily card limit or credit arrangement existing on a linked account, as you and we agree from time to time.

**"at risk" transaction** means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction.

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

**available credit** means any unused portion of your credit limit excluding any uncleared cheques.

**balance owing on your card account** means, at any time, the difference between all amounts credited and all amounts debited to your card account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**banking day** means a day when we are open for normal banking business in your State or Territory, other than a Saturday or Sunday.

**balance transfer** means any amount you or an additional cardholder transfers to your card account in accordance with clause 4.3.

**card** means:

- (a) a credit card we issue to you or an additional cardholder for use on your card account; and
- (b) includes any corresponding card that is loaded onto an electronic equipment (for example, for the purpose of making a contactless transaction),

and, for the purposes of these terms and conditions, each (a) and (b) are considered to be the one and the same **card**.

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

**cash advance** means any transaction treated by us as a cash advance, including transactions where you or the additional cardholder:

- 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 purchase lottery tickets (or scratchies);
- use the card account to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the card account to another account.

This also includes any transaction against credit balances in your card account.

Merchants enter into an agreement with their chosen financial institution, enabling the

Merchant to accept payment for goods and services by credit card. BankSA, as the issuer of your 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.

**cash advance balance** includes any cash advances, any fees resulting from a cash advance, and any interest charges from a cash advance that are debited to your card account.

**code** means a PIN, Internet and Phone Banking security number, Internet Banking password and any similar information which may be required to make EFT transactions to or from your card account and which the user is required to keep secret.

**contactless transaction** means a purchase 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 it.

**contactless terminal** means an electronic banking terminal which can be used to make a contactless transaction.

**daily percentage rate** means the rate determined by dividing the annual percentage rate by 365.

**device** means an article we give a user to perform EFT transactions.

**due date** means the minimum payment due date included on a monthly statement issued on your card account.

**EFT account** means an account from or to which you can transfer funds through electronic equipment.

**EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets.

**EFT system** means the network of electronic systems used for the transmission of EFT transactions.

**EFT transaction** means a transfer of funds initiated by an instruction you give through electronic equipment to debit or credit an EFT account and not intended to be authenticated by comparing a manual signature with a specimen signature.

**electronic equipment** includes a terminal, computer, television and telephone.

**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.

**Foreign transaction fee** means a fee charged to you being a percentage of the Australian dollar transaction amount of a foreign transaction

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax.

**identifier** means information that a user knows and must provide to perform an EFT transaction but is not required to keep secret.

**including** or **includes** or **such as** or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**Internet and Phone Banking** means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify.

**linked account** means any account which is linked to the card other than the card account.

**merchant** means a provider of goods or services who accepts payment by card.

**Offer** means the Credit Card Offer we make to you setting out details of your card account and other information and which forms part of this agreement.

**PIN** means a personal identification number or word used in conjunction with a card.

**PINpad** means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification.

**promotion plan** means a special promotional offer made by us to you, 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.

**small business** means a business employing:

- (a) less than one hundred full-time (or equivalent) persons if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent persons), but does not include business that opens a card account in connection with another business that does not meet the elements in (a) or (b) above.

**terminal** or **electronic banking terminal** means any authorised terminal or device in which you can use your card and PIN. This includes:

- BankSA branch terminals in Australia;
- BankSA automatic teller machines in Australia;
- Automatic teller machines of other selected financial institutions in Australia;
- Automatic teller machines overseas bearing the scheme logo for your card;
- Automatic teller machines overseas bearing the Cirrus logo (for MasterCard® cards only);
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal
- Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

**third party payment** means:

- a payment made to a third party; or
- a payment made to an account, in the name of the person authorising the payment, at another financial institution.

**Two Factor Authentication** means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone.

**user** means you and the person(s) authorised by you pursuant to these terms & conditions



(or other terms & conditions relating to an EFT account) to perform the type of transactions permitted by you.

**we, us, our** or **BankSA** or **the Bank** means BankSA - A Division of Westpac Banking Corporation ABN 33 007 457 141 Australian financial services licence 233714 Australian credit licence 233714.

**you** means the person named as the account owner in the Offer. You does not include an additional cardholder. If there are two of you, you means each of you separately and both of you jointly. You includes your successors and assigns.

either of you make prior to the date you cancel your liability for future advances on your card account, even if the transactions are debited to the card account after the cancellation date.

If you do not agree with these conditions, do not sign your card and do not allow an additional cardholder to sign a card; and do not activate your card and do not allow an additional cardholder to activate a card; and do not carry out or permit an additional cardholder to carry out any transaction – instead, contact us to cancel your card (and destroy for your protection)

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## 1 Agreeing to these conditions of use

When you receive your new card or when an additional cardholder receives a new additional card, you and the additional cardholder must each activate the card separately by following the instructions we provide you. The first time you or an additional cardholder sign a card, activate a card or authorise a transaction on your card account you will automatically be agreeing to these conditions. These conditions then apply to all transactions on your card account.

If there are more than one of you, these conditions will apply to each of you as soon as one of you or an additional cardholder signs a card or authorises a transaction.

If there is more than one of you, you are liable jointly and individually for the balance owing on the card account. We can ask either or both of you to repay the balance owing on your card account. Either of you can write to us and terminate your liability for future advances on your card account. If either of you ask to terminate your liability, we will cancel any cards and stop operation of your card account. In any case, each of you remain liable for all transactions

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## 2 Other conditions

All conditions applying to your linked accounts also apply when you or an additional cardholder use the card on those accounts. Those conditions form part of this agreement.

We warrant that we will comply with the ePayments Code where it applies.

The relevant provisions of the Code of Banking Practice apply to this agreement if you are an individual or a small business.

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## 3 Privacy

If the card account is in more than one person's name or if there is an additional cardholder, each of you agrees that each person may use the card account and have access to card account information without any other cardholder's consent.

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## 4 Your address

You must tell us in writing if you change your residential or postal address. Call our Customer Service Centre on **13 13 76**.

If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your card account until you give us your current contact details.

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## 5 Cards

We will not issue more than four cards on your card account.

We will either mail out your card or send it to a nominated branch. You may collect all cards issued. Additional cardholders may only collect their own card.

You must sign your card as soon as you receive it. You must ensure any additional cardholders do likewise.

Each card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "until end" date shown on it.

Each card remains our property. You are responsible for ensuring all cards are returned or destroyed as soon as we ask you to do so. We may issue replacement cards at any time.

All cards are subject to these conditions.

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## 6 Additional cardholders

You may nominate a person who is 16 years or older (unless we agree otherwise) to be your agent to operate on your card account. If approved, we will issue that person with a card linked to your card account.

You should ensure that each additional cardholder reads and understands these conditions of use. If any additional cardholders do not comply with them, you will be in default.

You are liable to pay for (or to repay) any credit provided to any additional

cardholder. Your card account will be debited with all transactions made by any additional cardholder. Accordingly, you are responsible for all these transactions as if you had made them yourself.

You must contact us either at a branch or by telephone if you want to cancel any additional card or stop any additional card from being used. You must destroy that card to render it unusable by cutting that card in half through the magnetic strip and card chip for your protection. If you cannot readily do so, you must take all reasonable steps to have the 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.

You remain responsible for all transactions made with an additional card until the card is destroyed if you cannot obtain the additional card, until the later of:

- the date you ask us to cancel the additional card; and
- when you have taken all reasonable steps to have the card destroyed.

In any case, you remain liable for all transactions the additional cardholder makes prior to the date you are no longer responsible for transactions made with that additional cardholder's card, even if the transactions are debited to your account after that date.

We will not accept any person as an additional cardholder unless their identity has been verified in accordance

with our procedures. A person nominated by you to be an additional cardholder on your card account must provide any details that we request for this purpose.

You consent to us giving any additional cardholder information about your card account.

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## 7 Security of cards and PINs

The security of your card and PIN and the card and PIN of any additional cardholder is very important as they allow unrestricted access to your card account and any linked account. You must make every effort to see that your card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your card and PIN your liability is determined under condition 24.

### 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
- not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff)
- use care to prevent anyone else seeing your PIN being entered in a terminal.

### Your own personal PIN

We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or a number). We strongly advise you to select a PIN that you can

remember without needing to make a written record of it or anything which reminds you of it.

When selecting your own PIN, it must comprise four digits or a word of four letters. Under the next heading, we tell you the PINs you should not select.

### Can you record a memory aid for your PIN?

If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised PIN on your card
- not to disguise your PIN by reversing the number sequence
- not to describe your disguised record as a "PIN record" or similar
- not to disguise your PIN using alphabetical characters or numbers:  
A = 1, B = 2, C = 3, etc
- not to select or disguise your PIN using any of the following combinations (or parts of them);
  - dates of birth
  - personal telephone numbers
  - car registration numbers
  - family members' names
  - social security numbers
  - licence numbers
  - not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
    - calculators
    - personal computers
    - electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN.

You must exercise extreme care if you decide to record a memory aid for 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, despite your obligations set out above.

### **Additional cardholders**

We give your additional cardholders the convenience and security of being able personally to select their own PIN (which may be a word or number). You must ensure that each additional cardholder signs their card as soon as they receive it, protects their card and stores their PIN as safely as this condition requires you to protect and store yours.

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## **8 Lost or stolen cards or PIN revealed or suspected unauthorised transactions**

You must tell us and ensure that an additional cardholder tells us as soon as possible if a card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of your card account or that unauthorised transactions have been made.

You may notify us in Australia by telephoning us on 1800 028 208 (available 24 hours a day).

If you are overseas, you may notify us by calling 61 2 9553 5883 (available 24 hours a day). A telephone call made to this number may be made on a "reverse charge" basis and you will not be charged.

If a card is reported lost or stolen, we place a hold on all cards issued on your card account. The person reporting a card lost or stolen, must inform all other cardholders.

If you do not notify us you may be liable for unauthorised use – see condition 24.

You will need to give us all relevant information you may have, so that we can suspend card access to your card account and linked accounts. You may be asked to confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however it will help us to effectively deal with your report.

When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

In Australia, if you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

If a card which has been reported lost or stolen is recovered, it must not be used again. Destroy the card.

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## **9 Credit limit**

Your credit limit is shown in the Offer. This is the maximum amount of credit you or any additional cardholder may normally obtain on your card account, including any accrued fees or interest charges.

You should tell each additional cardholder about your credit limit. You are responsible if the credit limit

is exceeded. If disclosed in the Offer, a fee may be charged if your credit limit is exceeded.

If the balance owing on your card account is more than the credit limit, you must immediately repay us the excess amount. We need not ask you for this amount first.

You may apply to us to increase your credit limit and, if we decide to do so, we must tell you the new credit limit in writing.

We may reduce the credit limit or stop providing further credit as we choose. If we do so, we tell you in writing.

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## **10 Using the card**

### **10.1 Using the card to obtain goods and services**

- **at a merchant**

You can normally use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the card symbol is displayed.

The fact that the card symbol is displayed at a merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the card. We are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours.

- **through mail order, telephone and other types of remote access**

Where the merchant accepts the following forms of payment, you can use the card to obtain goods and services through mail order, by telephone and by other types of remote access (such as the Internet).

If we allow you to use your card by a method of remote access (such as the Internet) you must do so in accordance with our terms of use applicable to that method.

Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.

If we approve an authorisation we reduce the available credit on your card account by up to the amount of the authorisation.

Some merchants, for example hotels and car rental agencies, may request confirmation that your card account has sufficient available credit to meet the estimated cost of the goods and services they will supply. We treat the request as a request for authorisation. Once the request is approved, your available credit is reduced by up to the amount of the estimated cost.

This means even though the balance owing on your card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on your card account.

When the goods and services have been supplied, the merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available credit by the sum of the two authorisation amounts.

- **You should ensure the merchant cancels the original authorisation.**

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.

Use of a card by you or an additional cardholder to make a transaction is an order for us to process the transaction. A cardholder may not request us to alter or stop payment on the transaction. A card transaction cannot be stopped prior to presentation for processing. It may not be able to be stopped even after that presentation.

You or an additional cardholder may only cancel periodical debits a cardholder authorises a merchant to make to your card account by direction to the merchant.

We are not responsible for goods or services obtained by using the card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.

In some circumstances, we may be able to exercise a chargeback right for you (see Condition 16).

A card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the cardholder's jurisdiction.

## 10.2 Using the card to obtain cash

You can use your card to obtain cash advances from your card account or to obtain cash from any linked account. If you link an account with a credit facility to your card, you can use your card to get access to that credit facility (only within Australia for all cards other than a Gold MasterCard card).

- **cash advances**

You can obtain a cash advance from your card account at any of our branches by presenting your card at the counter and using your signature.

You can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit (shown in the Offer) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call our Customer Service Centre on **13 13 76** for details). You may also be able to obtain a cash advance on your card account by presenting your card at a branch counter of some of these associated financial institutions.

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

You may obtain cash advances with your card from any ATM or from any bank branch throughout the world displaying:

- the Visa logo, if your card is a Visa card; or
- the MasterCard logo, if your card is a MasterCard.

The minimum and maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our terminals is \$20 (subject to note denominations available).

You may be able to transfer amounts from a nominated card account to another account you have with us. Those amounts transferred will be treated as cash advances but do not form part of your daily cash limit. This service is available

for some accounts only within Australia. Details are available by calling our Customer Service Centre on **13 13 76**.

We do not warrant that ATMs will always have money available.

If you are registered as a BankSA Phone Banking user, you may also be able to transfer amounts from your card account to your linked account by using the Internet and Phone Banking service. All amounts transferred from your card account will be treated as cash advances.

- **cash from linked accounts**

You can use your card and PIN to gain access to your linked accounts at terminals. You can therefore obtain cash from a linked account in accordance with the conditions applying to that account.

### **10.3 Vouchers**

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.

### **10.4 Using the card – additional cardholders**

Each additional cardholder may use their card on the same terms as those which apply to you under this condition 10.

### **10.5 Stopping operations on your card account**

We may not allow any operations on your card account if we cannot locate you after having made reasonable efforts to do so. Please refer to condition 4 for further information.

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## **11 Daily limits at terminals**

### **11.1 Cash limit**

- **ATM and EFTPOS**

The maximum total amount of:

cash advances you and any additional cardholder can obtain with cards through ATMs, and

cash you and any additional cardholder can obtain from your linked accounts through ATMs and EFTPOS,

on any one day is shown in the Offer (that is, this is the maximum total of cash advances and cash that can be obtained from linked accounts for each cardholder).

Merchants or other providers of facilities may impose additional limits.

This means that you may have to make two or more transactions to reach your daily limit.

You or any additional cardholder can ask us to change any of these limits for your or your cardholder's own card (up to the maximum limit we agree) through Internet Banking or by calling us or visiting a branch. Bear in mind that when you or an additional cardholder increase a limit, you, as the account holder, may be at risk of larger financial losses in the event of unauthorised transactions.

### **11.2 Purchases limit**

- **EFTPOS**

The maximum amount of value you can obtain with the card and PIN from your linked account for purchases of goods and services through EFTPOS on any one day is shown in the Offer.

For the purpose of this condition 11, each day ends at 12 midnight in South Australia.

Merchants or other providers of facilities may impose additional limits.

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## 12 Using a terminal

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

There may be short periods when transactions will not be available when we are maintaining our systems.

If it is not possible to carry out the instructions you or an additional cardholder give a terminal on your card account, the transaction will not be accepted.

A card may be retained in a terminal if you or an additional cardholder enter an incorrect PIN on three consecutive occasions.

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

You may elect not to require a receipt to be issued at a terminal which identifies which one of you or an additional cardholder has used the card account.

You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by merchants or financial institutions, or use your card at a contactless terminal and before you enter your PIN at electronic banking terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your card at an electronic banking terminal, you indicate your agreement that the transaction amount is correct.

Transaction limits 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 is capable of making a contactless transaction.

A cash advance cannot be made using a card in a contactless terminal.

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## 13 Processing transactions

We may assign any date we consider appropriate to a debit or credit to your card account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to your card account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that you pay.

We may subsequently adjust debits and credits to your card account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

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## 14 Foreign transactions on your card account

### 14.1 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 in the Offer or in any notice we give you notifying you of a change in these fees. Details are also available at [banksa.com.au/personal/credit-cards](https://banksa.com.au/personal/credit-cards)

### 14.2 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 the applicable card scheme, and the Foreign transaction fee.

The method of conversion is as follows:

If a Visa card is used to make a transaction in a foreign currency on your card account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars.

If a MasterCard card is used to make a transaction in a foreign currency on your Card Account, 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.

### **14.3 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.

### **14.4 Refunds and chargebacks of Foreign Transactions**

Any refund or chargeback relating to a Foreign transaction made in a foreign currency will be converted to Australian dollars by the applicable card scheme in accordance with clause 14.2 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.

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## **15 What you must pay**

You must pay us for all amounts debited to your card account. These include:

- (a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order or by other types of remote access; and
- (b) the amount of any BPAY Payment debited to your card account in accordance with condition 27.4;
- (c) the amount of all cash advances; and
- (d) interest charges; and
- (e) government taxes, duties and charges payable by us in connection with the card account (whether or

not you are primarily liable to pay them); and

- (f) the service fee and any of our other fees or charges referred to in condition 19.1.

You are also liable for unauthorised use of your card as set out in condition 24.

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## 16 Statements and monthly payments

We send you a monthly statement (not always on the same day of each month) for your card account.

However, we need not send you a statement if:

- (a) no amounts have been debited or credited to your card account during the statement period and the amount outstanding is below \$5. Even then, we will send you a statement at least once each six months; or
- (b) the account has a zero balance and no amounts have been debited or credited to your card account during the statement period.

The statement includes:

- (i) the start and end dates of the statement period; and
- (ii) the opening and closing balance of your card account; and
- (iii) the due date for payment, which is 25 days after the statement date; and
- (iv) the minimum payment (see below); and
- (v) the interest charges; and
- (vi) fees and charges debited to your card account.

It also lists all transactions and amounts debited or credited to your card account during the statement period.

All amounts requiring payment are shown on the statement in Australian dollars. You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us, or query an entry on a statement, if possible, before the due date for payment. You can do so by phoning us on 13 13 76.

In some circumstances, card scheme rules allow us to charge a transaction on your card account back to the merchant with whom you made the transaction. We will claim a chargeback right (if the right is available) for a transaction on your card account if:

- you ask us to do so; and
- you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded. You may do so by phoning us on 13 13 76.

Otherwise any chargeback we have under card scheme rules may be lost.

The timeframe for disputing a transaction may not apply to reporting unauthorised EFT transactions covered by the ePayments Code.

We cannot claim right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY Payments from your card account. Otherwise, card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

Any right of chargeback we may have under card scheme rules may be lost if you do not:

- inform us promptly that you wish to dispute a transaction; and

- provide us with any information or material we require to support a chargeback.

Refer also to conditions 24.3 and 26.23 in this context.

You are responsible for paying all amounts shown on the statement but you need not pay the entire closing balance outstanding shown on a statement, unless the minimum payment required is the closing balance. You must pay the minimum payment shown on each statement by the due date and you may pay more or all of the closing balance outstanding if you wish. The minimum payment requirement is shown in the offer.

If there is an overdue amount shown on the statement, you must immediately pay us that amount. We need not ask you for this amount first. This amount is in addition to the normal minimum payment.

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## 17 Annual percentage rate

The annual percentage rate on your card account is shown in the Offer.

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.

Details of our current annual percentage rates are available on request at our branches.

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## 18 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.

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.

### 18.1 Interest charges on purchases and our fees

#### (a) *Interest free days*

If the Offer states that you have interest free days on your card account, we do not charge interest on purchases or on our fees (excluding fees that result from a cash advance) that are listed on a statement if you pay the closing balance by the due date for payment listed on every statement.

If you do not pay the closing balance on a statement by the due date for payment, you will not have interest free days on purchases or our fees unless you pay the closing balance by the due date in 2 consecutive statement periods.

If you pay the closing balance by the due date in a statement period, we do not charge interest on purchases or fees (excluding fees that result from a cash advance) debited to your card account in that statement period.

If you do not pay the closing balance by the due date for payment listed on a statement, unpaid purchases and fees (excluding fees that result from a cash advance) outstanding as well as new purchases and fees (excluding fees that result from a cash advance) debited to your card account in that statement period will be included in the calculation of the interest charge.

We calculate the interest applicable in any statement cycle on purchases and purchase fees:

- from the date the relevant transaction is made or from the date assigned to the transaction in accordance with condition 13 (the purchase transaction date); or
- if the purchase transaction date is prior to the start of the statement cycle, from the first day of the statement cycle, until these amounts are paid in full.

There is no interest free period for these interest charges.

(b) *No interest free period on*

(i) interest charges

We charge interest on interest charges on purchases and 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 our fees on which we charge interest. Interest is charged from the date shown on your statement for an interest charge until it is paid in full.

(ii) balance transfers

There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer. Interest free days do not apply to purchases or fees until the balance transfer amount is paid in full.

(c) *Calculating interest on purchases, fees and interest charges on purchases and fees*

Except as provided under paragraph (a), we charge interest on each amount of:

- purchases;
- fees;
- interest charges on purchases and our fees, excluding fees that result from a cash advance, debited to your card account from the date shown on your statement for that transaction until the date we receive payment of it in full.

Any reference to the date assigned to the purchase means either:

- the date on which the purchase was made; or
- the opening date shown on the statement of account on which the purchase was itemised, whichever is the later.

When interest is payable, we charge interest at the end of a statement period on the balances of purchases, fees and interest charges on purchases and fees during the statement period.

## 18.2 Interest charges on cash advances

We charge interest on cash advances, fees resulting from a cash advance, and interest charges on cash advances debited to your card account. There is no interest free period for either cash advances, fees resulting from cash advances or interest charges on cash advances until they are paid in full. Interest is charged from the date shown on your statement for cash advances, fees resulting from cash advances and interest charges on cash advances until they are paid in full.

Any reference to the date assigned to the cash advance means either:

- the date on which the cash advance was made; or
- the opening date shown on the statement of account on which the cash advance was itemised, whichever is the later.

Whenever we debit your card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on your card account.

## 18.3 Interest charges on balance transfers

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account. There is no interest free period for either balance transfers or for interest charges on balance transfers. Interest is charged from the date shown on your statement for balance transfers and interest charges on balance transfers until they are paid in full.

Any reference to the date assigned to the balance transfer means either:

- the date on which the balance transfer was made; or
- the opening date shown on the statement of account on which the balance transfer was itemised,

whichever is the later.

Whenever we debit your card account with interest charges on balance transfers, those interest charges become part of the balance of balance transfers on your card account.

## 18.4 General

Interest charges are added (debited) to your card account every statement date (but are not included for the calculation of interest on that day).

We do not charge interest on government taxes and duties debited to your card account.

## 18.5 When interest calculation method changes

If we change the interest rate calculation method at your request, the change takes effect from the first day of the interest period during which we make the change. That is, the interest rate calculation method change applies:

- retrospectively to all card purchases, balance transfers and cash advances from the first day of the statement period during which we make the change until the date that we make the change; and
- to all future transactions which you make on or after the date we make the change.

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## 19 Fees and charges

19.1 We may charge the fees and charges shown in the Offer and any new fee or charge we introduce.

19.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals charged under this agreement or duties charged relating to the use of a card or to transactions on your card account or both, in each case calculated in accordance with the relevant legislation.

These charges and duties are payable whether or not you are primarily liable for such charges and duties.

- 19.3 Details of our current fees and charges are available on request at our branches.
- 19.4 All fees are non-refundable.
- 19.5 We debit all fees and charges and government charges and duties payable under this agreement to your card account.

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## 20 How to pay

You may pay at any of our branches (this includes St.George or Bank of Melbourne branches), through the Automatic Payment Plan, at some BankSA ATMs (this includes some St.George or Bank of Melbourne ATMs), BankSA Phone Banking, BPAY or the Internet.

The amount of credit available to you is not changed by:

- (a) the proceeds of a deposited cheque until the cheque has cleared (details of our current cheque clearance days are available at our branches); or
- (b) cash deposits until we credit them to your card account in the normal course of business.

You must pay in Australian dollars in Australia. Payments overseas are not possible. If you are overseas when a payment is due, you must still ensure that any minimum payment is made.

If you are in the Automatic Payment Plan, we debit the payment specified on your statement to the account you selected for debiting under the Plan. We debit the payment 25 days after the statement date (or if that is not a banking day, then the next banking day).

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## 21 Automatic Payment Plan

If you are in the Automatic Payment Plan and the deduction is not honoured by the bank, you must immediately pay us the amount of the required deduction. We need not ask you for it first.

If you want to change or discontinue your Automatic Payment Plan you should contact one of our branches. We will then arrange to make the change you want, or arrange for the Automatic Payment Plan to be discontinued. This change will be effective from the next statement date following the date of change.

If you close the account we are debiting under your Automatic Payment Plan, you must:

- tell us the new account on which we can draw payments under your Automatic Payment Plan; or
- cancel your Automatic Payment Plan.

If you do not, you may be charged a dishonour fee, if we cannot draw a payment under your Automatic Payment Plan.

We may discontinue your Automatic Payment Plan if the Plan is not working properly - for example, if the account you selected for debiting is regularly short of funds. We would normally contact you before we discontinue your Plan.

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## 22 What happens to payments we receive?

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 insurance relating to the card account, if you have arranged that insurance with us; 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 parts of the balance owing on your card account that have not yet appeared on a statement in the same order as described above.

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## 23 Death of a cardholder

We must be notified, without delay, if:

- you die; or
- an additional cardholder dies.

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## 24 Liability for unauthorised transactions

### 24.1 EFT transactions other than Internet and Phone Banking transactions

This condition 24.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions, condition 26.23 applies to Internet and Phone

Banking transactions. Your liability for unauthorised transactions by use of a card and that required a manual signature is covered by condition 24.2.

You are not liable for unauthorised transactions if it is clear you did not contribute to losses resulting from those transaction.

Otherwise, your liability for unauthorised transactions where a PIN is required will normally be limited to:

- (a) \$150; or
- (b) the balance of the EFT accounts on which the unauthorised transactions were made and to which you have access by use of your card and PIN; or
- (c) the actual loss incurred before you notify us under condition 8 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a card and PIN. Please see below.

You are not liable for losses caused by:

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised transactions which occur after you have given us notice as required by condition 8; or
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and PIN; or

- a card or PIN that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that are able to be made using an identifier without a card or PIN; or;
- unauthorised transactions that are able to be made using an identifier without a card or PIN; or
- unauthorised transactions that are able to be made using a card and not a PIN, provided the user did not unreasonably delay in reporting the loss or theft of the card.

**When you will be liable for actual losses resulting from an unauthorised transaction:**

- (a) For losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or
- (b) If you have contributed to the unauthorised use because you:
  - engaged in fraud;
  - voluntarily disclosed your PIN to anyone, including a family member or friend; or
  - indicated your PIN on your card; or
  - kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your card or liable to loss or theft simultaneously with your card; or
  - selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the

consequences of doing so; or

- left 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;
- acted with extreme carelessness in failing to protect the security of your PIN, your liability will not exceed the smallest of:

(i) the actual loss incurred up to the time we are notified of the loss, theft of your PIN or your card or we are notified of the existence of unauthorised transactions; or

(ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or

(iii) the total amount you would have been allowed to draw on the days that unauthorised use occurs.

- (c) if you have contributed to the unauthorised transaction because you unreasonably delay in notifying us that:

- your card has been lost, stolen or misused; or
- your PIN has become known to someone else, you will be liable for any losses directly attributable to that delay that were incurred before notification.

Your liability of these losses will not exceed the smallest of:

- (i) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or



- (ii) the funds available in your card account and your linked accounts including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- (d) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed by using your card and/or PIN. Your liability under paragraph (b) is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in paragraph (b).
- (e) Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

### **Additional cardholders**

This condition 24.1 applies equally if any additional cardholder contributes to the unauthorised use or unauthorised transactions in any of the ways listed in this condition.

### **Liability for manual signature card transactions**

- 24.2 Liability for unauthorised EFT transactions are subject to the ePayments Code and are covered by condition 24.1, condition 26.23 and 27.23. Liability for unauthorised transactions conducted by use of a card and that require a manual signature are not subject to the ePayments Code and are covered by this condition 24.2.

Condition 7 sets out your obligations to maintain the security of your card. Condition 8 sets out your obligations if you lose your card or if your card is stolen. Please read those conditions carefully.

Normally, if any card is lost or stolen, you will only be liable for unauthorised transactions by use of the card and a manual signature up to a maximum of \$150. However, if you do not meet the obligations in condition 7, you are liable for any unauthorised transactions conducted by use of a card and that required a manual signature. Also, if you unreasonably delay in notifying us under condition 8 that your card is lost or stolen you are liable for any unauthorised transactions conducted by use of the card and that required a manual signature, made prior to you notifying us.

In any case, you are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by condition 8;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to your card account.

### **Unauthorised transactions and chargebacks**

- 24.3 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim of other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

## Transactions you or an additional cardholder make

- 24.4 No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 24.

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## 25 Deposits at BankSA ATMs

Deposit envelopes from BankSA ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to either or both your card account and any linked account.

Coins are not accepted for deposit.

**Please note:** You may make deposits only through a BankSA ATM (this includes St.George and Bank of Melbourne ATMs) that accept deposits.

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## 26 Electronic banking system malfunction

### 26.1 Alternative Procedure

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

### 26.2 Liability

We are responsible for loss caused by the failure of our electronic equipment or EFT system to complete a transaction accepted by our electronic equipment or EFT system in accordance with your instructions.

Notwithstanding anything else in these terms & conditions, for transactions governed by the ePayments Code,

we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms & conditions except where you should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case our liability is limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.

We correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees as a result of the malfunction).

Please tell us about any service fault or difficulty with a terminal by calling our Customer Service Centre on **13 13 76** (within Australia).

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## 27 Resolving disputes

If you have a complaint concerning matters covered by these conditions (including any apparent error in a transaction or unauthorised transactions or an error on your statement) you must tell us promptly as explained in conditions 8 and 16.

You can lodge a complaint at any of our branches or telephone or write to the Manager, Customer Relations. The relevant details are set out on the back of this booklet.

If we are unable to resolve the matter immediately, to the satisfaction of both you and us we will inform you in writing of our procedures to investigate and handle the matter. We will notify you of the name and contact number of the person who is investigating your complaint.

If it is unclear whether you have contributed to the loss, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. (The fact that your account has been accessed with the correct PIN or Internet and Phone Banking access methods, whilst significant, will not be conclusive evidence that you have contributed to the loss). We will not require you to raise complaints or disputes in relation to the processing of EFT transactions with any other party to the shared EFT system. Where we have been notified by another party to the shared EFT system, or form the view that a transaction has been debited or credited incorrectly to your card account, we will investigate.

We tell you either the outcome of our investigation or the fact that we need more time to complete our investigation. We do this in writing within 21 days of our receiving your complaint. In all but exceptional cases we take less than 45 days to complete our investigation. (If it takes longer, we tell you in writing). In the case of an EFT transaction, if we seek to resolve your complaint by exercising our rights under the rules of a card scheme, in all but exceptional cases we take less than 60 days to complete our investigation. For other transactions, we will inform you of the outcome of the investigation when the investigation is completed.

Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.

In the case of an EFT transaction, if we are resolving your complaint under the rules of a card scheme and the

investigation continues beyond 60 days, we will inform you of the reasons for the delay, give you updates once every two months on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response. Your obligation to pay the amount that is the subject of your complaint and any credit and other charges related to that amount will be suspended until your complaint is resolved.

When we complete our investigation we advise you in writing of the outcome and our reasons for our decision with reference to any relevant provisions of these conditions.

If we decide that your card account has been incorrectly debited or credited, we promptly adjust the account (including any fees and charges) and tell you in writing of the amount which has been debited or credited to your card account as a result. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit. If you request, we will provide you with further details about any corrections shown on your statement.

If we decide that your card has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you contributed to at least part of the loss (see conditions 24 and 26.23), we provide you with copies of any document or other evidence on which we based our decision.

If you are not satisfied with our decision, you may request a review of the decision by our senior management.

Also, you can ask for our complaint to be reviewed by the Financial Ombudsman Service (FOS). This is a free, external and independent process for resolving

disputes between banks and customers. The address and phone number of the FOS are listed on the back of this booklet. Please refer to our complaints brochure (available at branches or by ringing us) for more information.

If in relation to an EFT transaction we fail to observe these conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of your complaint.

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## 28 Certificates

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

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## 29 What happens if you breach any of these conditions?

### **Enforcement expenses may become payable under this agreement in the event of a breach.**

If you breach any of these conditions, we may do any or all of the following:

- close your card account (condition 32 will apply); or
- cancel any card (condition 32 will apply); or
- not issue any replacement or renewal card; or
- combine your card account with any other account you have with us. This allows us to use any money you have in another account with us towards repaying the balance owing on your card account. We

may combine your accounts without giving you any prior notice, but will tell you promptly afterwards.

Also, you must pay the reasonable enforcement expenses we reasonably incur in enforcing the credit card contract.

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## 30 Closing your card account

You may close your card account at any time by visiting your local branch, by telling us by telephone or by written notification and destroying all cards on the card account to render them unusable by cutting all cards in half through the magnetic strip and card chip for your protection.

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## 31 Cancellation of cards

We may cancel any card and suspend the operation of your card account at any time without notice for any reason. We notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to issue your card by fraud; or
- we believe the card is being used in a way that may cause loss to you or us; or
- you die; or
- your card account is a joint account and one of you asks us to terminate his/her liability for further advances on the account; or
- your card account becomes inactive and has a nil balance.

You must not use your card and you must destroy all cards on your card account to render them unusable by cutting all cards in half through the magnetic strip and card chip for your protection immediately if:

- we close your card account; or
- we cancel your cards; or
- we request you to do so.

If an additional cardholder dies, you must destroy their card.

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### **32 Payment on closure or cancellation**

If you or we close your card account, or if we cancel your card in any circumstances, you must immediately:

- destroy all cards on your card account; and
- pay the balance owing on your card account (together with amounts for transactions not yet processed on your card account, accrued interest charges which have not yet been debited, government taxes and duties and other charges, any fees and charges we may charge under these conditions and our reasonable enforcement expenses. Also conditions 6 and 24 apply if a card is used without your knowledge or consent during that period).

You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.

### **33 Assignment**

We may assign or otherwise deal with our rights under this agreement in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement.

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### **34 Cancellation of debit authorities on your card account**

If your card account is closed or cancelled you must immediately notify, in writing, the institutions who have the authority to debit the card account. Until notification is given, you will be liable for any further debits to your card account.

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### **35 Changes to these conditions**

We may change these conditions from time to time including by imposing new fees and charges. If we do change these conditions we will give you:

- (a) at least 20 days' notice in writing of any change to:
  - impose or increase charges relating to the issue or replacement of a device or code or for performing an EFT Transaction;
  - increase your liability for losses relating to EFT transactions; or
  - impose, remove or adjust daily transaction limits or other periodic transaction limits applying to EFT Transactions, an account or electronic equipment;
- (b) notice in writing or by newspaper advertisement of any other change to these conditions as required or permitted by law, the Code of Banking Practice or the ePayments Code.

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### **36 Non-St.George Group ATMs**

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use your card in a non St.George Group branded ATM.

For the purpose of this clause non St.George Group branded means ATMs that are not branded St.George, BankSA, Bank of Melbourne or Westpac.

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### 37 Terminal transactions

Our Visa cards can be used to obtain cash in local currency at most overseas terminals displaying the VISA logo.

Our MasterCard cards can be used to obtain cash in local currency at most overseas terminals displaying the MasterCard logo.

Please refer to condition 14 for information on the processing of foreign currency transactions on your card account.

Some keyboards at terminals do not display the letters of the alphabet as shown below. The number which is equivalent to your PIN must be keyed to complete a transaction.

1 QZ	2 ABC	3 DEF	CLEAR
4 GHI	5 JKL	6 MNO	CANCEL
7 PRS	8 TUV	9 WXY	ENTER
	0		

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### 38 General information

You may obtain from any BankSA branch or by calling our Customer Service Centre- within Australia on

**13 13 76** – general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheque and cheque clearing;

- EFT channels;
- informing us promptly if you are having financial difficulty;
- the importance of your reading the terms and conditions applying to the banking services you obtain from us; and
- current interest rates, fees and charges.

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### 39 National Credit Code

To the extent that a National Credit Code applies to this agreement and:

- (a) that Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

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### 40 GST

You must increase the amount ("original amount") of any payment due by you at any time under this agreement by an additional amount sufficient to cover any GST payable by us on your payment, if not already included in the calculation of that original amount.

The total amount received by us, after discount for that amount of any GST payable by us on that total, must equal the original amount.

We will tell you of any additional GST amount, if it has not already been set out in this agreement.

You must pay, as requested by us, any additional amount necessary to compensate us for any direct or indirect

increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with this agreement or any security.

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## 41 Balance transfers

- (a) You may request us to transfer to the card account the outstanding balance or any part thereof of a credit or charge card account with another credit provider. ("the other credit or charge card account");
- (b) We will not be responsible for any delays in processing a balance transfer request and we will not close the other credit or charge card account.
- (c) We may, at our sole discretion, refuse to process a balance transfer if:
  - the balance transfer amount requested plus the balance owing on your card account will exceed 95% of your available credit limit;
  - the requested balance transfer amount is less than \$200 (or any amount notified or agreed to by us from time to time);
  - the other credit or charge card account in question is a BankSA account or relates to a charge or credit card issued outside Australia; or
  - you have breached these conditions of use.
- (d) We will not be liable for any overdue payment, interest, fees or other amounts incurred on any credit or

charge card account from which you have requested a balance transfer.

- (e) There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer.
- (f) If you breach these conditions of use, any promotional annual percentage rates in connection with any balance transfer shall cease immediately, and the then current annual percentage rate shall apply to such balance transfers.

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## 42 Appropriate use of our services

- 1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 2 Where we consider it necessary for us to meet our regulatory and compliance obligations:
  - (a) you must provide us with any information we reasonably request;
  - (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
  - (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

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## 43 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 668 155 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.

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## 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.



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## 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 outearly?

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 78 08 08, 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 [www.asic.gov.au](http://www.asic.gov.au).

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## **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 cannot 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.

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## GENERAL

### 14 What do I do if I cannot make a repayment?

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

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

### 15 What if my credit provider and I cannot agree on a suitable arrangement?

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out 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 cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### 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 78 08 08 AT 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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## CREDIT GUIDE

This Credit Guide gives you important information about the products we provide which are regulated by the National Credit Code (“consumer lending products”).

In this document, the words “we”, “us”, “our” and “BankSA” refer to BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714. BankSA has additional products and services that are not covered by this document. In your interaction with BankSA, you may receive Financial Services Guides and additional Credit Guides.

BankSA’s consumer lending products include:

- Credit cards
- Home loans
- Residential property investment loans, and
- Personal loans.

### 1 OUR GENERAL OBLIGATIONS

In relation to our consumer lending products, we will not, as a credit provider:

- Enter into a credit contract with you; or
- Increase the credit limit of a credit contract with you,
- if we assess that the credit contract is unsuitable for you.

We refer to this assessment as the Suitability Assessment.

### 2 WHEN WILL THE CREDIT CONTRACT BE UNSUITABLE?

A credit contract will be unsuitable if:

- The credit contract does not meet your requirements or objectives; or
- It is likely that you will be unable to comply with your financial obligations under the credit contract; or
- It is likely that you could only comply with your financial obligations under the credit contract with substantial hardship.

### 3 HOW CAN YOU ACCESS A COPY OF THE SUITABILITY ASSESSMENT?

If your application for credit or increase in credit has been approved, you can call (08) 8424 5722 and request a written copy of the Suitability Assessment which we will provide within the following timeframes:

Your request is made:	We will give you your assessment:
Before the Credit Day* -	As soon as possible after we receive your request
Up to 2 years after the Credit Day* -	Within 7 <i>business</i> days after we receive your request
Between 2 and 7 years after the Credit Day* -	Within 21 <i>business</i> days after we receive your request

\* The Credit Day is the date the credit contract is entered into or the credit limit is increased.

We are not required to provide you a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into before 1 January 2011.

#### **4 GETTING YOUR COMPLAINT HEARD**

Our staff are here to help you. So if you have a concern or complaint, please talk to our staff at your local branch, your initial contact person from BankSA (for example your Financial Adviser), or alternatively telephone the BankSA Customer Contact Centre.

A copy of our "Have Your Say" brochure, is also available for you to download on our website at banksa.com.au or is available at your local branch.

If we do not satisfy your concern or complaint, please contact our Customer Relations Team.

#### **5 OUR CUSTOMER RELATIONS TEAM**

If our branch, Customer Contact Centre or Financial Adviser have not resolved your concern or complaint, please contact our Customer Relations Team. Our Customer Relations Officers are there to find a solution for you, by investigating the concern you have raised. The Customer Relations Officer will inform you of our decision as set out in our BankSA "Have Your Say" brochure.

#### **6 BANKSA CUSTOMER RELATIONS**

**Phone:** 13 13 76 and ask for Customer Relations Department  
**Fax:** (08) 8424 5950  
**Email:** custrelbsa@banksa.com.au  
**Mail:** Customer Relations Department  
GPO Box 399 Adelaide, SA 5001

#### **7 WHAT TO DO IF YOU ARE STILL UNHAPPY**

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:

<b>Financial Ombudsman Service (FOS)</b>	GPO Box 3 Melbourne VIC 3001 Telephone: 1300 780 808 Fax: (03) 9613 6399 Internet: <a href="http://www.fos.org.au">www.fos.org.au</a>
<b>Australian Securities &amp; Investments Commission (ASIC)</b>	ASIC has a free call Infoline on 1300 300 630. You can call this number to make a complaint and to obtain more information about your rights.

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## **GENERAL CUSTOMER ENQUIRIES**

Call 8am to 8pm (CST), 7 days a week on **13 13 76**

## **EMERGENCY NUMBERS**

To report any loss or theft of your Credit Card, phone:

**1800 028 208** (freecall)

**24 HOURS – 7 days a week**

**Outside Australia: 612 9553 5883**

## **DISPUTES**

If your complaint is not immediately resolved to your satisfaction, contact:

Manager, Customer Relations

PO Box 399

Adelaide SA 5001

## **AFTER THIS, IF THE MATTER IS STILL NOT RESOLVED TO YOUR SATISFACTION, CONTACT:**

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

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

