



Bank of  
Melbourne

# BusinessVantage Visa Credit Card.

Conditions of Use.

Effective Date: 29 December 2022



# BusinessVantage Visa Conditions of Use.

## Bank of Melbourne.

This document does not contain all the terms of this agreement or all of the information we are required to give you before the agreement is formed. Further terms and information are in the Application and Letter Schedule, or if you did not complete an Application in the Letter of Offer.

## Important:

### Important information for you.

Even though we are issuing a card to you, Bank of Melbourne does not incur any obligations to you in relation to the card.

These conditions apply to your use of the card.

### Important information for the Principal.

By requesting the issue of any card, the Principal:

- accepts entire liability and responsibility for the cardholder's use of the card;
- agrees to comply with these conditions of use and to ensure that each cardholder complies with them; and
- represents and warrants that the issue and use of each card is for the Principal's benefit and is intended for use only for its business purposes.

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. You are required to select your own PIN when your card is first issued, unless we allocate a PIN to you. You can change your PIN at any time. Visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au) or ask our branch staff to find out how.

**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.

This booklet details the respective rights and obligations, for the Principal and Bank of Melbourne, 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. They will be happy to explain any matter for you.

## Complimentary Insurance.

### Contact Details within Australia.

**Phone:** Allianz Global Assistance on 1800 091 710

8am to 8pm AEST, Monday to Friday, and 8am to 5pm AEST, Saturday (within Australia)

### Policy Number.

If you'd like to make a claim, please refer to the instructions at [insurance.agaassistance.com.au/bankmelb](https://insurance.agaassistance.com.au/bankmelb)

Unauthorised Transactions Insurance BM01000008-00

# Summary of the key terms of your BusinessVantage Visa Credit Card facility.

## Introduction.

This is a summary of the key terms of your BusinessVantage Visa Credit Card facility. It doesn't replace your letter of offer or letter schedule (together, the "**offer**") or the BusinessVantage Visa Credit Card Conditions of Use as at 2 August 2021 ("**conditions**") nor does it cover all of your obligations. You still need to carefully review these documents and any other document we provide.

## Cardholders.

Under the facility, you can nominate cardholders and we'll issue a BusinessVantage Visa Credit Card ("**card**") to them. You're responsible for all transactions made by cardholders.

## Security of cards and PINs.

Cardholders have to protect the security of the card and PIN and have to make every effort to see that the card and PIN aren't misused, lost or stolen.

## Lost or stolen cards or PIN revealed or suspected unauthorised transactions.

A cardholder must tell you and us as soon as possible if a card or PIN record is lost or stolen or they suspect any unauthorised card transactions. If they don't do this, you may be liable for unauthorised card transactions.

## Facility limit and credit limit.

We'll let you know what the facility limit is when we open the facility. The total of all individual card credit limits may not exceed the facility limit.

You can ask us to vary the facility limit, but we have no obligation to do so.

When you apply for a card, the credit limit for that card is in your offer. This is the maximum amount of credit the cardholder can normally access on the card, including any accrued fees or interest charges.

You must tell each cardholder their credit limit.

If the credit limit is exceeded, you have to repay us the excess amount and we can also charge a fee.

We can reduce the facility limit or credit limit on a card (or both) and if we do, we'll tell you in writing.

## **Using the card and daily limits.**

Cardholders must use cards solely for business purposes, and not private or domestic purposes.

Cardholders can use the card to obtain goods, services and cash in various ways in Australia and overseas, (including through merchants, ATMs and bank branches displaying the Visa logo). You can also use the card for transactions by mail order, telephone, internet and other remote access.

You can place restrictions on the types of transactions cards may be used for. You must tell cardholders of these restrictions.

We can stop operations on the card account if we can't locate you after making reasonable efforts.

Daily limits apply to cash advances through ATMs and EFTPOS — see your offer.

## **Foreign transactions on the card account.**

We charge foreign transaction fees on any foreign transaction on a card — see your offer.

Card account statement entries for foreign currency transactions will include the foreign currency amount converted into Australian dollars in accordance with the conditions.

## **Statements and what you have to pay.**

You have to pay us for all amounts debited to a card account (including the amounts of purchases, BPAY® Payments, cash advances, interest charges, government taxes, duties and charges payable by us in connection with the card account and fees and charges).

We'll usually give you a monthly statement for each card and for the facility.

You have to pay the minimum payment shown on each statement by the due date.

## **Chargebacks.**

You can ask us to dispute a transaction on a card within the time limit set by the card scheme.

## **Interest.**

We charge interest on these amounts when debited to the facility account:

- purchases, fees and interest charges on purchases and our fees;
- cash advances, fees resulting from a cash advance, and interest charges on cash advances; and
- balance transfers and interest charges on balance transfers under the terms of the relevant balance transfer offer.

We'll tell you the applicable interest rate when the facility is opened. We can change the interest rate at any time.

Interest free days may apply to the card account – see your offer.

Interest charges are debited to the card account every statement date.

## **Fees and charges.**

We can charge the fees and charges shown in the offer and any new fee or charge we introduce. You also have to pay any government charges and duties relating to the card account.

All fees are non-refundable.

We debit all fees and charges and government charges and duties to the card account.

## **Security for the facility.**

If you agree to provide security for the facility, then you have to deliver the agreed security before you use the facility or we provide a cash advance.

## **You may be liable for unauthorised transactions.**

Generally, you won't be liable for unauthorised transactions if it's clear you or the cardholder didn't contribute to losses resulting from those transactions. Where you're liable, your liability is limited as set out in the conditions. However, in some circumstances, you may be liable for a greater amount.

## **Transactions by use of a card and PIN.**

You'll be liable for actual losses resulting from an unauthorised card transaction in various situations, including if:

- the cardholder contributed in a way set out in the conditions (e.g. the cardholder voluntarily disclosed a PIN to anyone or is extremely careless in protecting the security of the PIN); or
- you or the cardholder contributed in a way set out in the conditions (e.g. unreasonable delay in telling us that the card has been lost, stolen or misused or the PIN has become known to someone else).

## Transactions without a PIN.

If you don't protect the security of the card or PIN, or unreasonably delay in telling us that the card is lost or stolen, you'll be liable for any unauthorised card transactions that required a manual signature.

## Closure by us of the facility.

A default occurs if:

- you don't pay any amount when it's due; or
- you do any of the following and it has a material impact:
  - don't comply with the law;
  - give us incorrect, incomplete or misleading information; or
  - use the card for an unapproved purpose.

A default has a "material impact" if we reasonably consider it's material, or the event has had, or is likely to have, a material impact on your ability to meet your obligations under the facility (or our ability to assess this), our security risk (or our ability to assess this) or our legal risk or reputation.

If there's a default, we can close the facility and require you to immediately pay all amounts owing under the facility (including amounts accrued or charged but not yet debited).

Before we require immediate payment, we'll give you at least 30 days' notice and an opportunity to correct any default that can be corrected (unless the law doesn't require us to give you notice).

We don't have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can't be rectified; or
- it's reasonable for us to act to manage a material and immediate risk relating to:
  - the default;
  - your particular circumstances; or
  - the value of the security interest in our favour.

## **Refusal and cancellation of cards.**

We can refuse:

- internet and phone banking transactions, and balance transfers; or
- any transaction where we consider it necessary to meet our regulatory and compliance obligations.

We can also cancel any card and suspend the operation of the card account or facility at any time in circumstances we consider it necessary to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

## **Changes to the conditions.**

We can change the conditions under certain circumstances — sometimes without notice and without your agreement.

## **Unauthorised transactions insurance.**

Insurance is provided for unauthorised transactions – see the conditions for details.



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# Important Words.

**access method** means a method we authorise you or the Principal 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 and Phone Banking access number or Internet Banking password or combinations of these.

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

**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.

**Application** means the application completed by the Principal.

**“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 the card account** means, at any time, the difference between all amounts credited and all amounts debited to the 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.

**balance transfer** means any amount you or an additional cardholder transfers to your card account in accordance with clause 42.

**Banking Code** means the Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time.

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

**Bank@Post™** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**branches** means any of our Retail or Corporate and Business Bank branches.

**card** means a BusinessVantage Visa Credit Card we issue to you at the request of the Principal for the purpose of accessing the card account.

**card account** means the account established in the name of the Principal on which a card is made available and against which card transactions are recorded.

**cardholder** means a person to whom we issue a card.

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

- draws cash from the card account using an automatic teller machine or at a financial institution;
- receives 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);
- uses the card account to pay bills over the counter at a financial institution;
- uses the card account to purchase lottery tickets (or scratchies); or
- transfers, or arranges 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. Bank of Melbourne, 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.

**CDM** means any authorised Coin Deposit Machine in selected branches where you can use your Card and PIN to deposit coins.

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

**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.

**Corporate and Business Bank Branch** means the branches listed on the inside back cover of this booklet.

**costs** includes charges and expenses, and costs, charges and expenses in connection with legal and other advisers.

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

**default** means an event or circumstance described in clause 30.

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

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

**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 us through electronic equipment using an access method to debit or credit an EFT account.

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

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

**facility** means the BusinessVantage Visa Credit Card facility we make available to the Principal.

**facility limit** is the limit set out in the Letter Schedule or Letter of Offer or such other amount as we authorise from time to time.

**Foreign transaction** is any transaction made using a card:

- in a currency other than Australian dollars;
- 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** is 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.

**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 or the Principal to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify.

**Internet and Phone Banking access number** means the number used in conjunction with the Internet and Phone Banking security number and the Internet Banking password to access Internet and Phone Banking.

**Internet and Phone Banking security number** means the personal identification number used in conjunction with the Internet and Phone Banking access number and the Internet Banking password to access Internet and Phone Banking.

**Internet Banking password** means the password you select for use in conjunction with the Internet and Phone Banking access number and the Internet and Phone Banking security number to access Internet Banking.

**Letter of Offer** is the letter we send to the Principal containing terms and conditions relevant to the card account and which, once accepted by the Principal, forms the agreement between the Principal and us.

**Letter Schedule** is the letter we send to the Principal who has completed an Application containing terms and conditions relevant to the card account.

**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.

**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.

**Principal** means the person who requests the facility being the Principal named in the Application and the Letter Schedule or in the Letter of Offer and is the person to whom we make available the card account.

**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.

**Secure Code** means a randomly generated code that we send to you to authenticate each "at risk" transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number.

**Secure Code Service** means our method of Two Factor Authentication where we send you a Secure Code to authenticate “at risk” transactions performed by you using Internet Banking.

**small business** has the meaning given to it in the Banking Code.

**Smart ATM** means any authorised automatic teller machine that accepts deposits.

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

- Bank Of Melbourne branch terminals in Australia;
- Bank Of Melbourne 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; and
- Any other authorised terminal or device connected to the Bank’s electronic banking system from time to time.

**third party payments** 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.

**“we”** or **“us”** or **“Bank of Melbourne”** or **“the Bank”** means Bank of Melbourne – A Division of Westpac Banking Corporation (“Westpac”) ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**you** means the person issued with a card at the request of the Principal for the purpose of accessing the card account as agent of the Principal subject to these Conditions of Use.

If the person issued with a card is the same person as the Principal, **you** includes the Principal and their successors and assigns.

# 1 Agreeing to these conditions of use.

The first time you sign a card or authorise a transaction on the card account you will automatically be agreeing to these conditions.

However, if you are the Principal and have accepted a Letter of Offer, you agreed to these conditions at the time you accepted the Letter of Offer.

These conditions then apply to all transactions on the card account.

The Principal is liable for any non-observance of these conditions on your part.

**If you do not agree with these conditions, do not sign your card and do not carry out any transaction – instead, return your card to us (cut in half for your and the Principal’s protection).**

# 2 Other conditions.

All conditions applying to any linked accounts also apply when you 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 Banking Code apply to this agreement if you are an individual or a small business.

# 3 Privacy.

If the card account is in more than one person’s name, 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.

# 4 Your address.

You or the Principal must tell us in writing if a change occurs in any residential, registered business office or nominated mailing address.

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



## 5 Cards.

Cards are only issued at the Principal's request and then only at our discretion.

A request by the Principal for issue of a card must be in such form as we require (including personal identification of the cardholder satisfactory to Bank of Melbourne).

You must sign your card as soon as you receive it. The card is for the sole use of the person 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.

By nominating a cardholder, the Principal authorises the cardholder to act on their behalf to request a replacement card where the cardholder's existing card is lost, damaged or stolen, except where the card has been cancelled by the Principal.

Where the Principal constitutes more than one party, each party is liable jointly and individually for the balance owing on the card account.

We can ask either party or both parties to repay the balance owing on the card account. Either party can write to us to terminate that party's liability for future advances on the card account. If either party asks us to terminate that party's liability, we will cancel any cards and stop operation of the card account.

In any case each party remains liable for all transactions a cardholder makes prior to the date the card account is cancelled even if the transactions are debited to the card account after the cancellation date.

The card remains our property.

You must keep your card in a safe place at all times.

We may issue replacement cards at any time.

All cards are subject to these conditions.

## 6 Security of cards and PINs.

The security of your card and PIN is very important as they allow unrestricted access to the card account and any linked account. You must make every effort to see that your card and any record of your card and PIN are not misused, lost or stolen. If you fail to ensure the security of your card and PIN the Principal's 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); and
- use care to prevent anyone else seeing your PIN being entered into 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;
  - your name or family members' names;
  - social security numbers; or
  - 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; or
  - 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.

## 7 Lost or stolen cards or PIN revealed or suspected unauthorised transactions.

You or the Principal must tell us as soon as possible if your 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 the card account.

You or the Principal may notify us in Australia by telephoning us on 1800 772 266 (available 24 hours a day). If you are overseas, you may notify us by calling +61 3 8536 7870 (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 or the Principal do not notify us the Principal may be liable for unauthorised use – see condition 24. You or the Principal will need to give us all relevant information you may have so that we can suspend card access to the card account and linked accounts. You or the Principal may be asked to confirm in writing any notice you give us by telephone.

A failure to do so will not affect the Principal's liability for unauthorised transactions, however it will help us to effectively deal with your report.

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

In Australia, if you or the Principal are unable to report to us because our facilities are unavailable, the Principal is not liable for any unauthorised transaction which could have been prevented if you or the Principal had been able to tell us, provided you or the Principal 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. Cut it up and return it to us.

## 8 Credit limit.

Your credit limit is shown in the Letter Schedule. This is the maximum amount of credit you may obtain on the card account, including any accrued fees or interest charges.

The facility limit applicable to the Principal's facility is the amount notified to the Principal by us in writing or such other amount we authorise from time to time. The Principal is responsible if the credit limit is exceeded. A fee may be charged if the credit limit is exceeded.

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

The Principal may apply to us in writing to vary the facility limit and, if we decide to do so, we must tell the Principal the new facility limit in writing.

The Principal may apply to us to vary the credit limit on your card provided that the varied credit limit when aggregated with all other credit limits for cards for the facility does not exceed the facility limit. If we decide to do so, we must tell the Principal the new credit limit in writing.

We may reduce the credit limit or the facility limit (or both). If we do so, we tell you and the Principal in writing. Refer to clause 37 for information about how we may make these changes.

## 9 Using the card.

### 9.1 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 Visa logo is displayed.

The fact that the Visa logo 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 the card account by up to the amount of the authorisation.

Some merchants, for example hotels and car rental agencies, may request confirmation that the 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 the card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on the 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 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 may only cancel periodical debits you authorised a merchant to make to the 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.

## 9.2 Using the card to obtain cash.

You can use your card to obtain cash advances from the card account or to obtain cash from any linked account. If an account with a credit facility is linked to your card, you can use your card to get access to that credit facility (only within Australia).

- **cash advances.**

You can obtain a cash advance from the 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 Letter Schedule) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call Bank of Melbourne on 13 82 66 for details). You may also be able to obtain a cash advance on the 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.

Non-Bank of Melbourne Group branded ATMs may apply an ATM operator fee by the ATM owner, which should be disclosed at the time of the transaction on the ATM screen.

The minimum and maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our ATMs 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 Bank of Melbourne on 13 82 66. We do not warrant that ATMs will always have money available.

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

- **cash from linked accounts.**

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

### **9.3 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.

### **9.4 Stopping Operations on the card account.**

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

## **10 Daily limits at terminals.**

### **10.1 Cash limit.**

- **ATM and EFTPOS.**

The maximum total amount of:

- cash advances you can obtain with cards through ATMs; and
- cash you can obtain from linked accounts through ATMs and EFTPOS;

on any one day is shown in the Letter Schedule (that is, this is the maximum total of cash advances and cash that can be obtained from the 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.

## 10.2 Purchases limit.

- **EFTPOS.**

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

For the purpose of condition 10, each day ends at 12 midnight Australian Eastern Standard Time (AEST)/ Australian Eastern Daylight Time (AEDT).

## 11 Using a terminal.

When you 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 give a terminal on the card account, the transaction will not be accepted.

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

Money is at the Principal's risk from when it becomes visible or available to the cardholder at an ATM.

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.



## 12 Processing transactions.

We may assign any date we consider appropriate to a debit or credit to the 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 the account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that the Principal pays.

We may subsequently adjust debits and credits to the card account so as to accurately reflect the legal obligations of the Principal 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).

Where you have made a purchase that is subsequently returned or reversed, subject to the application of any interest free period, the Principal will be charged interest on that purchase in respect of the period up to the effective date of the return or reversal.

## 13 Foreign transactions on your card account.

### 13.1 Foreign transactions incur the Foreign transaction fee.

We may charge the Foreign transaction fee on any Foreign Transaction which we debit to the card account. Details of the Foreign transaction fee are set out in the Letter of Offer or in any notice we give you notifying you of a change in these fees. Details are also available at [bankofmelbourne.com.au/business/credit-card](http://bankofmelbourne.com.au/business/credit-card)

### 13.2 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 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.

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.

### **13.3 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.

### **13.4 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 13.2 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.

## **14 What the Principal must pay.**

The Principal must pay us for all amounts debited to the 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;
- (b) the amount of any BPAY Payment debited to the card account in accordance with condition 27.4;
- (c) the amount of all cash advances;

- (d) interest charges;
- (e) government taxes, duties and charges payable by us in connection with the card account (whether or not the Principal is primarily liable to pay them); and
- (f) all fees or charges referred to in condition 18.1 or otherwise payable in connection with these conditions.

The Principal is also liable for unauthorised use of your card as set out in condition 24.

## 15 Statements and monthly payments.

We will send you and the Principal a monthly statement at the nominated mailing address (not always on the same day of each month) for the card account. However, we need not send a statement if:

- (a) no amounts have been debited or credited to the card account during the statement period and the amount outstanding is below \$5. Even then, we will send you or the Principal a statement at least once each six months;
- (b) we wrote off the Principal's debt during the statement period and no amounts have been debited or credited to the card account during the statement period; or
- (c) at any time after the Principal's debt is written off.

The statement includes:

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

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

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

You or the Principal should check the entries on the 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 calling us on 13 82 66.

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

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

## 15.1 Chargebacks.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback,

within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

Refer also to conditions 24.3 and 26.21.

## 16 Annual percentage rate.

The annual percentage rate on the card account is shown in the Letter Schedule or Letter of Offer.

We can make changes to the annual percentage rate at any time. The new annual percentage rate applies from the date we specify in the notice. Refer to clause 37 for information about how we may make changes.

Details of our current annual percentage rates are available at [bankofmelbourne.com.au](http://bankofmelbourne.com.au), on request at our branches or by calling us on 13 82 66.

## 17 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, the purchase balance and the balance of balance transfers (subject to any terms we agree with the Principal in relation to a balance transfer).

### 17.1 Interest charges on purchases and our fees.

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

If the Letter Schedule or Letter of Offer states that there are interest free days on the 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 the Principal pays the closing balance by the due date for payment listed on every statement.

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

If the Principal pays 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 the Principal's card account in that statement period.

If the Principal does 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 12 (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 the 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 a 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 (excluding fees that result from a cash advance) and interest charges on purchases and fees*

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

- purchases;
- fees; and
- interest charges on purchases and fees,

debited to the card account from the date shown on the 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.

## 17.2 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 the card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on the card account.

## 17.3 Interest charges on balance transfers.

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account in accordance with the terms you accept under the relevant balance transfer offer. 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.

## 17.4 General.

Interest charges are added (debited) to the 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 the card account.

Details of our current interest rates are available at our branches and on request.

## 17.5 When interest rates change.

If we change the interest rate, the change takes effect from the first day of the interest period during which we make the change. That is, the interest rate 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 that we make the change.

# 18 Fees and charges.

**18.1** We may charge the fees and charges mentioned in the Letter Schedule or Letter of Offer and any new fee or charge we introduce.

**18.2** The Principal must also pay an amount equal to any government charges and duties on receipts or withdrawals charged under these conditions or duties charged relating to the use of a card or to transactions on the card account or both, in each case calculated in accordance with the relevant legislation. These charges and duties are payable whether or not the Principal is primarily liable for such charges and duties.

**18.3** Details of our current fees and charges are available at [bankofmelbourne.com.au](http://bankofmelbourne.com.au), on request at our branches or by calling us on 13 82 66.

**18.4** All fees are non-refundable.

**18.5** We debit all fees and charges and government charges and duties payable under this agreement to the card account.



## 19 How to pay.

The Principal may pay at any of our branches (this includes St.George and BankSA branches), through the Automatic Payment Plan, at some Bank of Melbourne ATMs (this includes some St.George, BankSA and Westpac ATMs), Bank of Melbourne 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 the card account in the normal course of business.

The Principal must pay in Australian dollars in Australia. Payments overseas are not possible.

However, if the Principal is overseas when a payment is due, the Principal must still ensure that any minimum payment is made.

If the Principal has an Automatic Payment Plan, we debit the payment specified on the statement to the account 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).

## 20 Automatic Payment Plan.

When the Principal has an Automatic Payment Plan and the deduction is not honoured by the bank, the Principal must immediately pay us the amount of the required deduction. We need not ask the Principal for it first.

If the Principal wants to change or discontinue the Automatic Payment Plan the Principal should call us or contact one of our branches. We will then arrange to make the change the Principal wants, 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 the Principal closes the account we are debiting under the Automatic Payment Plan, the Principal must:

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

If the Principal does not, the Principal may be charged a dishonour fee, if we cannot draw a payment under the Automatic Payment Plan.

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

## 21 What happens to payments we receive?

All payments made to the card account will be applied in the following order:

- interest charges incurred to date;
- bank fees and charges incurred to date;
- government duties, taxes, rates and charges incurred to date if applicable;
- cash advances, purchases and balance transfer amounts shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate; and
- cash advances, purchases and balance transfer amounts not shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate.

If the same annual percentage rate applies to two promotion plans, payment will first be applied to the promotion plan having the earlier expiry date.

## 22 Death of a cardholder.

We must be notified, without delay, if the Principal or you die.

## 23 Security for the facility.

If the Principal agrees in writing to provide security for the facility to secure the Principal's obligation to repay amounts on the card account, then:

- (a) the Principal must deliver the agreed security in a form acceptable to us before you use the card or we provide a cash advance;
- (b) the Principal must comply with all the terms and conditions of the security;
- (c) the Principal must pay reasonable costs in arranging, administering (including registering and enforcing), releasing and terminating the security and all stamp

and other duties, fees, taxes and charges payable in connection with the security; and

- (d) where we hold, or during the term of the facility acquire, security of any description securing any other liabilities the Principal may have to us, the Principal's liability under the facility will also form part of the money secured by that security.

## 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. The Principal's liability for transactions by use of a card that required a manual signature is covered by condition 24.2.

The Principal is not liable for unauthorised transactions if it is clear that you or the Principal did not contribute to losses resulting from those transactions.

The Principal's liability for unauthorised transactions where a PIN is required will normally be limited to:

- \$150;
- the funds available in the card account and any linked account including any agreed line of credit; or
- the actual loss incurred, before the Principal or 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, the Principal may be liable for a greater amount of unauthorised transactions by use of a card and PIN. Please see below.

#### **The Principal is 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 (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees;
- unauthorised transactions which occur after you or the Principal have given us notice as required by condition 7;
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and/or PIN (including a replacement or reissued

card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your card is first issued;

- a card or PIN that is forged, faulty, expired or cancelled;
- the same transaction being incorrectly debited more than once to the same account;
- 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 the Principal will be liable:**

- (a) For actual losses arising from transactions which are carried out by the Principal or you, a person authorised by the Principal or you, or another person without the Principal's or 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;
  - indicated your PIN on your card;
  - kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your card liable to loss or theft simultaneously with your card;
  - selected a PIN which represents your birthdate 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;
  - 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
  - act with extreme carelessness in failing to protect the security of your PIN,

the Principal's 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;
- (ii) the funds available in the card account and any 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 or the Principal have contributed to the unauthorised transaction because you or the Principal unreasonably delayed in notifying us that:
  - your card has been lost, stolen or misused; or
  - your PIN has become known to someone else,the Principal will be liable for any losses directly attributable to that delay that were incurred before notification. The Principal's liability for 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 or the Principal became aware (or should reasonably have become aware) of the events described above and the time we were actually notified;
  - (ii) the funds available in the card account and any 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) The Principal 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. The Principal's liability under paragraph (b) is also subject to us proving on the balance of probability that you or the Principal contributed to the losses in one or more of the ways described in paragraph (b).
- (e) The Principal's 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.

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

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

Condition 6 sets out your obligations to maintain the security of the card. Condition 7 sets out your obligations if your card is lost or stolen. Please read these conditions carefully.

Normally, if any card is lost or stolen, the Principal 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 or the Principal do not meet the obligations in condition 6, the Principal is liable for any unauthorised transactions conducted by use of your card and that required a manual signature. Also, if you or the Principal unreasonably delay in notifying us under condition 7 that your card is lost or stolen, the Principal is liable for any unauthorised transactions, conducted by use of the card and that required a manual signature, made prior to you or the Principal notifying us.

In any case, the Principal is not liable for losses caused by:

- (a) unauthorised transactions which occur after you or the Principal have given us notice as required by condition 7;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to the card account.

**24.3** The Principal's 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 15 in this context.

**24.4** No transaction entered into by you can be an unauthorised transaction for the purpose of this condition 24 or condition 26.23.

## 25 Deposits at ATMs, CDMs and Bank@Post™.

- 25.1** If you make a deposit at a Bank of Melbourne, St.George, BankSA or Westpac branded Smart ATM, the amount of your deposit is subject to verification by us. The amount validated by the ATM then agreed by the depositor is the amount that will be credited to your account.
- 25.2** When depositing into a Bank of Melbourne, St.George, BankSA or Westpac branded Smart ATM:
- cash deposits are credited to your account on that day\*;
  - Where accepted, cheque deposits are credited to your account that day but are not available for withdrawal until all funds have been cleared. (Cheques cannot be deposited at Westpac branded Smart ATMs).
- 25.3** If you make a deposit at a Bank of Melbourne, St.George or BankSA branded online Coin Deposit Machine (CDM) the amount of your deposit is subject to verification by us. The amount validated by the online CDM is the amount that will be credited to your account. When depositing coins into a Bank of Melbourne, St.George, or BankSA branded online CDM coin deposits are credited to your account on the day\* the deposit is made.
- 25.4** Within any 24-hour period, a deposit limit may apply to the cash that can be deposited at a Smart ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For Smart ATM and CDM cash deposit limits, processing and cut-off times visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au) and search 'Our ATMs' or visit your local branch.

\* Please note: processing and cut-off times will vary depending on the time of day the cash deposit is made.

## 26 Internet and Phone Banking

Refer to the Internet and Phone Banking Terms & Conditions at [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

## 27 Electronic banking system malfunction.

### 27.1 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 the card and signing your authorisation of the transaction.

## 27.2 Liability.

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

Notwithstanding anything else in these terms & conditions, for transactions governed by the ePayments Code, we do not deny your or the Principal's 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 card account, and the refund of any charges or fees imposed on you or the Principal 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 24 hour hotline on 1800 772 266.

## 28 Feedback and complaints.

### **Delivering on our service promise.**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### **Our commitment to you.**

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.



## You can contact us:

Over the phone

Please call us from anywhere in Australia on 13 82 66.

If you are overseas, please call +61 3 8536 7870.

By post

You can write to us at:

Bank of Melbourne Customer Solutions,

Level 5, 150 Collins Street, Melbourne VIC 3000

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Using the secure feedback form at

<https://eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome>

For further information go to our website and search 'Feedback and Complaints'.

## If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## 29 Closure by us of the facility.

A default occurs under the facility if:

- the Principal doesn't pay any amount when it's due; or
- you or the Principal do any of the following and it has a material impact (as defined below):
  - don't comply with the law;
  - give us incorrect, incomplete or misleading information in connection with your credit card; or

- use the credit card for a purpose which we have not approved.

A default has a “material impact” if we reasonably consider that the event by its nature is material, or the event has had, or is likely to have, a material impact on:

- your or the Principal’s ability to meet obligations under the facility (or our ability to assess this);
- our security risk (or our ability to assess this); or
- our legal risk or reputation.

If there is a default, we may close the facility and require immediate payment of all amounts you owe under it (including amounts accrued or charged but not yet debited to the account) that would not otherwise be immediately payable. Before we require immediate payment, we will give the Principal at least 30 days’ notice and an opportunity to correct any default that can be corrected (unless the law or an industry code to which we subscribe does not require us to give you notice).

We don’t have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can’t be rectified, or
- it’s reasonable for us to act to manage a material and immediate risk relating to:
  - the default;
  - your particular circumstances; or
  - the value of the security interest in our favour.

If we close the facility, we may combine the facility with any other account the Principal has with us. This allows us to use any money the Principal has in another account with us towards repaying the balance owing on the facility.

We may combine accounts without giving the Principal any notice but we will tell the Principal promptly afterwards.

Also the Principal must pay the reasonable enforcement expenses we reasonably incur in enforcing these conditions.

## 30 The Principal may cancel a card.

The Principal may cancel a card issued on the card account at any time by telling us in writing and returning the card (cut in half for the Principal’s protection).

## 31 Closing the facility.

The Principal may close the facility at any time by telling us in writing and returning all cards issued under the facility (cut in half for your and the Principal's protection).

## 32 Cancellation of card account and return of cards.

We may cancel your card and suspend the operation of the card account or facility at any time without notice to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

If we cancel any card or the Principal cancels any card, the Principal must return the card to us. If we or the Principal cancel the card account, the Principal must return all cards to us. If the Principal cannot readily return a card, the Principal must take all reasonable steps to return the card or cause the card to be returned.

## 33 Payment on closure or cancellation.

If the Principal or we close the card account, or if we cancel your card or facility in any circumstances, the Principal must immediately return all cards on the card account or if the Principal cannot readily do so, the Principal must take all reasonable steps to have them returned to us. If the Principal cannot return a card to us, the Principal must give us reasonable evidence that the Principal has taken all reasonable steps to have the card returned to us.

The Principal remains responsible for all transactions made with a card until we receive that card or, if the Principal cannot obtain the card, until the later of:

- the date the Principal asks us to cancel the card; and
- when the Principal has taken all reasonable steps to have the card returned to us.

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

If you close your card account, the Principal must also pay the balance owing on the card account (together with amounts for transactions not yet processed on the 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 5 and 24 apply if a card is used without your knowledge or consent during that period). If a card has been cancelled by us and we have suspended the operation of your card account, you must continue making at least the minimum payment each month until the balance of the card account is paid in full. Fees, charges and interest charges will continue to be debited to the card account.

Also, subject to these conditions, the Principal must repay any credit provided between the time of closure or cancellation and the time we receive back, your card.

## 34 Assignment.

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

## 35 Cancellation of debit authorities on card account.

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

## 36 Changes to these conditions.

We may change these conditions as set out in this clause.

It is important that the contact details you and the Principal have given us are up to date. If they are not, we may not be able to notify you and the Principal of changes (although we will take reasonable steps to find you and the Principal).

(a) Changes we can make on general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to the annual percentage rate (which includes the rate for purchases, cash advances and balance transfers);

- changes to how we calculate interest and how often we debit interest (including any interest free period);
- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);
- other changes which:
  - reflect changes in law, an official directive, or the guidelines or requirements of a regulator;
  - impose, remove or adjust transaction limits;
  - reflect changes to our pricing;
  - reflect changes to our business or technological systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake or omission;
  - we reasonably think you or the Principal will benefit from; or
  - are reasonably necessary to protect our legitimate interests.

(b) Changes we can make that will only apply to you

We can make some changes that will only apply to you and the Principal. These are:

- reducing the credit limit or cash advance limit;
- other changes which:
  - reflect our risk associated with you and the Principal, the credit card and any security;
  - are administrative or correct a mistake or omission; or
  - reflect changes to our business or technological systems;
- any other change which reduces your or the Principal's obligations or gives you or the Principal more time to pay us.

(c) How we notify you of other changes

- For a change that reduces your or the Principal's obligations or gives you or the Principal more time to pay us, we will notify the Principal as soon as reasonably possible (which may be before or when we send your next statement of account after the change takes effect).

- For a change to the annual percentage rate, we will notify the Principal on or before the day the change happens by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect.
- For a change in the amount of fees and charges or introduction of new fees or charges, we will notify the Principal at least 30 days prior by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect. However, we do not have to give the Principal notice if the fee or charge is set by the government and they have published the change to the fee or charge.
- For a change that is a reduction in the credit limit or the cash advance limit or a refusal to authorise further transactions on the credit card, we will notify the Principal at least 30 days prior by sending a notice. However, we may make these changes without prior notice to the Principal if:
  - there is a default;
  - we believe that the use of the credit card may cause loss to you, the Principal or us; or
  - you have not used the credit card for 6 months,
  - in which case, we will confirm these changes when we send the next statement of your card account after the changes take effect.
- For other changes, we will notify the Principal at least 30 days prior by sending a notice.
- We may give you shorter notice (or no notice) where it's reasonable for us to manage a material and immediate risk.
- Notices will be provided only to the Principal.

## 37 Non-Bank of Melbourne 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-Bank of Melbourne Group branded ATM.

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

## 38 Terminal transactions.

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

Please refer to condition 13 for information on the processing of foreign currency transactions on the card account.

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

## 39 General information.

You and the Principal may obtain from any Bank of Melbourne branch or by calling us – within Australia on 13 82 66 – general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheque and cheque clearing;
- EFT channels;
- the importance of informing us promptly if you are having financial difficulty;
- importance of reading the terms and conditions applying to the banking services you have obtained from us; and
- current interest rates, fees and charges.

## 40 GST.

The Principal must increase the amount (“original amount”) of any payment due by the Principal at any time under these conditions 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 the Principal of any additional GST amount, if it has not already been set out in these conditions.

The Principal 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 these conditions or any security.

## 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 held by you 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 will result in the card account exceeding 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 Bank of Melbourne 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 store 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.

## 42 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 667 156 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.

## 43 Complimentary Credit Card Insurance.

Refer to the BusinessVantage Credit Card Complimentary Insurance Terms and Conditions at [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

## 44 Emergency Assistance Services.

BusinessVantage Visa cardholders will be covered by a broad array of emergency assistance services, which will allow them to receive help rapidly while travelling. The objective of this service is to provide emergency assistance worldwide to BusinessVantage Visa customers. This service is a key component in making the BusinessVantage Visa product the preferred card for business travel and entertainment. These emergency services cover you (including your spouse and dependent children 22 years of age or under – 26 if enrolled in school on a full-time basis – who are travelling with you even though they may not possess a Visa Business card) no matter where you are in the world, provided you are more than 200 kilometres from home for a maximum duration of 90 days. When in Australia, these services are accessible through the Visa Emergency Assistance Centre, which can be reached by simply making one toll-free call. The toll-free phone number is 1800 125 440. For your added convenience, toll-free numbers, to access these services, are also available in certain countries.

These are:

When in United States:

**Call 1800 847 2911**

When in United Kingdom:

**Call 0800 89 5082**

When in New Zealand:

**Call 0800 44 3019**

If the country you are travelling to is not listed above, please call collect on (65) 345 1345.

These assistance services are provided on a best-efforts basis, and may not be available due to problems of time, distance or location. Visa's third-party service provider and Visa International and their respective contractors are not responsible for the availability, use or results of any medical, legal or transportation service, to which BusinessVantage Visa customers are referred.

## Medical Assistance.

### Medical Referral, Monitoring, Assistance and Follow-Up

In a medical emergency, the Visa Emergency Assistance Centre (VEAC) will provide you with the name(s) of physicians and dentists, as well as hospitals in the location where you are travelling. The VEAC maintains and monitors a list developed through research, experience and local office referrals of qualified professionals. However, in life-threatening situations, it is advisable to arrange for immediate emergency help first through local sources (fire, ambulance, police) before contacting the Visa Emergency Assistance Centre.

If you are hospitalised or are in need of medical care, the VEAC will assign a medical professional (a licensed physician) to establish communication, by telephone, with local attending medical personnel to obtain an understanding of your condition; to provide you and/or your family, as appropriate an assessment of the quality of care available to you at that location; and to attempt to monitor the status of your condition and the type of treatment you are receiving. In addition, VEAC will continue to monitor the status of your case by telephone through contacts with medical personnel on the scene and will remain in communication with you and your family to assist by acting as a liaison with the local medical personnel and to provide you and your family with regular updates on your condition, the type of treatment you are receiving and the medical necessity of moving you to a different hospital or medical facility for treatment.

The VEAC will also assist you in arranging medical payment to the emergency medical or hospital provider(s) and, where authorised, will provide a guarantee of payment to the emergency medical or hospital provider(s); however, full liability for payment of these services rests with you. In all cases, you will be billed for actual funds advanced. This service assures that BusinessVantage Visa cardholders will not be denied emergency treatment due to financial concerns; but is not hospital or medical insurance per se.

### **Emergency Transportation Assistance.**

In the event of a medical emergency, when you so request and a physician designated by the VEAC in consultation with a local attending physician determines that it is medically appropriate, the VEAC will arrange for emergency transportation services under proper medical supervision to a different hospital or treatment facility for you or repatriate you to your place of residence for treatment. This transportation could include commercial aircraft and ambulance, but may also include private aircraft, train or boat. Assistance with the transportation of special equipment or medical personnel and transportation of mortal remains in the case of death are also included.

In a medical emergency, upon request, the VEAC will arrange transportation, from the location where you are hospitalised, for unaccompanied minor children who were travelling with the cardholder and are left unattended and will arrange transportation for a family member to the location where you are hospitalised.

The actual costs of all emergency transportation are your liability, but the VEAC will assist in payment arrangements.

## **Medical Advance.**

In situations where you do not have adequate funds with you, upon receipt of a proper authorisation, the VEAC will arrange to advance funds necessary to ensure that you will receive emergency medical attention.

## **Prescription Assistance and Valuable Document Delivery.**

As part of the medical assistance services, you will be entitled to assistance in the event you need a prescription filled or replaced or you have lost or forgotten valuable documents.

The VEAC will arrange, at your expense, to transport critical valuable documents which may have been left at home or at some other location. These documents will be sent directly to you by courier.

In the event you have a sudden unexpected need for prescription medication while travelling or lose or run out of needed prescription medication, the VEAC will obtain the prescription for you at a local pharmacy if it is available, or if not available locally, at a pharmacy at a nearby location where it is available, subject to local laws. The cost of the prescription and courier charges, if applicable, are your responsibility.

## **Legal Assistance.**

### **Legal Referral and Follow-Up.**

The VEAC will provide you with the name, address and telephone number of local attorneys, and/or embassies or consulates in the event that you are arrested or detained by authorities; are in an automobile accident; are accused of a civil or criminal offence; or are otherwise in need of legal assistance. The VEAC will maintain contact with you until satisfactory contact with an attorney is arranged. Throughout this emergency situation, upon request, the VEAC representative will contact and maintain communication with your relatives, friends, and/or business associates using information provided by you.

### **Bail Bond Assistance and Cash Advance.**

The VEAC will co-ordinate payment of bail via transfer of personal funds or cash advance (using your *Bank of Melbourne BusinessVantage Visa Card* account), and will then follow-up and ensure that the situation has been appropriately handled.

The VEAC shall have no obligation to make an advance or guarantee in an amount greater than US\$5,000 for the cost of any bail bonds.

## **Pre-Trip Assistance.**

The VEAC will assist you in obtaining pre-travel information, including: health precautions, weather reports, currency exchange rates, visas and immunisations. For cardholders who have special medical needs, the VEAC will assist in making arrangements for medical equipment and supplies and in locating medical facilities prior to the trip. You may avail yourself of these services even though you are not more than 200 kilometres from home or in an overseas country.

## **Emergency Ticket Replacement.**

The VEAC will arrange for booking of emergency tickets for airport or terminal pickup or delivery to your location. The cost of replacement tickets and delivery, if applicable, will be borne by you. The VEAC will assist you with lost ticket reimbursement procedures. This service also covers replacement of tickets for all common carriers when you are travelling.

## **Lost Luggage Assistance.**

In the event your luggage is lost while travelling and the Carrier is unable to locate it after being requested to do so by you, the VEAC will arrange, at your expense, for the immediate shipment of replacement items so that your inconvenience is kept to a minimum. The VEAC will also assist you in obtaining payment of any applicable insurance.

## **Translation Service.**

The VEAC will provide foreign language translation service in all major languages over the telephone and will assist in locating local interpreters, if available. The cost of local interpreters is your liability.

## **Emergency Message Service.**

The VEAC provides a toll-free/collect-call 24-hour telephone service. You can call these numbers to leave messages, which the VEAC will forward in the most expeditious manner available.

## **Disclaimer of Responsibility.**

**The communications and arrangements for services of the Emergency Assistance Program are provided by Third-Party Service Providers and are paid for by Visa International. The cardholder is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best-efforts basis, and may not be available due to problems of time, distance or location.**

**The medical and/or legal professionals suggested and/or designated by Visa International's Third-Party Service Provider are not employees of Visa International's Third-Party Service Provider or employees or contractors of Visa International and, therefore, they are NOT responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service.**

## **45 Appropriate use of our services.**

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






Bank of  
Melbourne

## Important.

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on 1800 772 266, 7 days a week (free call), +61 3 8536 7870 outside Australia.

## You've got questions? We've got time to talk.

 For General Customer Enquiries, please call 8.00am to 6.00pm 5 days a week **13 82 66**

 Pop into a **branch near you**

 Visit **[bankofmelbourne.com.au](http://bankofmelbourne.com.au)**

 **Bank of Melbourne**

