

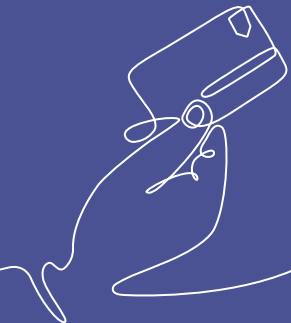


Bank of  
Melbourne

# Amplify Business Credit Card.

Business Conditions of Use.

Effective Date: 29 December 2022



**Your Credit Contract includes this Conditions of Use brochure, the letter which advises both your credit limit and other prescribed information (the Offer) we are required to give you by law.**

**Important information for the primary cardholder.**

By requesting the issue of any card, the primary cardholder:

- 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 primary cardholder's benefit and is intended for use only for business purposes.

We strongly recommend that you read this booklet carefully and retain it for your future reference. If you do not understand any part of it, please contact our staff on 13 22 66. They will be happy to explain any matter for you.

# Summary of the key terms of your Amplify Business Credit Card.

## **Introduction.**

This is a summary of the key terms of your Amplify Business Credit Card (“card”). It doesn’t replace your credit card offer (“offer”) and the Amplify Business 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.

## **Activating the card.**

Only you (the primary cardholder) can activate the card account on a new card. Additional cardholders’ cards automatically activate after that, if the relevant identification is provided.

## **Additional cardholders.**

You can nominate additional cardholders, subject to our approval.

You’re responsible for additional cards and you have to pay for all transactions made by additional cardholders.

## **Security of cards and PINs.**

You have to protect the security of the card and PIN and have to make every effort to see that your card and PIN aren’t misused, lost or stolen. You have to ensure that each additional cardholder does this.

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

You have to tell us (and ensure any additional cardholder tells us) as soon as possible if a card is lost or stolen, you suspect that a PIN is known to someone else, or you suspect any unauthorised card transactions. If you don’t do this, you may be liable for unauthorised card transactions.

## **Credit limit.**

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

If the balance owing on your card account is more than the credit limit, you have to repay us the excess amount and if your offer says so, we can also charge a fee.

We can reduce the credit limit and if we do, we’ll tell you in writing.

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

You 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.

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 your card account.**

We can charge Foreign transaction fees on any foreign transaction on your 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 your 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.

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

## **Chargebacks.**

If we can charge a card transaction back to the merchant with whom you made the transaction, we'll do this if:

- you ask us to, and
- you give us the information we require,

within 30 days after the date of the statement on which the transaction is recorded.

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

## **Annual percentage rate and interest.**

The annual percentage rate on your card account is in your offer. We can change the annual percentage rate at any time.

We charge interest on these amounts when debited to your card 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
- balance transfers and interest charges on balance transfers under the terms of the relevant balance transfer offer.

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

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

## **Fees and charges.**

We can charge the fees and charges shown in your 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 your card account.

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

Generally, you won't be liable for unauthorised transactions if it's clear you 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.

## **EFT transactions and internet and phone banking transactions.**

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

- the transaction was carried out by you, a person authorised by you or another person with your knowledge and consent
- you contributed in a way set out in the conditions (e.g. you engage in fraud or are extremely careless in protecting the security of your PIN)
- you unreasonably delay in telling us that your card or any device has been lost, stolen or misused or your PIN, Internet and Phone Banking security number or Internet Banking password has become known to someone else.

## Manual signature card transactions.

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



### You're liable for additional cardholders

You'll also be liable if any additional cardholder contributes to unauthorised card transactions in any of the ways listed above.

## Closure by us of your card account.

A default occurs if:

- you don't pay any amount when it's due
- you or any additional cardholder do any of the following and it has a material impact:
  - don't comply with the law
  - give us incorrect, incomplete or misleading information
  - 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 (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 your card account and require you to immediately pay all amounts owing (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
- 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 your card account at any time without telling you 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.

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## Important Words.

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

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

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

**account owner** means you, a Bank of Melbourne customer, identified as the account owner in the Offer and does not include any additional cardholder. The account owner is also a primary cardholder. The account owner is the person who is responsible for all transactions on the card account.

**additional cardholder** means a person to whom a card is issued at the request of an account owner and who is authorised to operate on the card account.

**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.

**annual percentage rate or interest rate** means the percentage rate or rates per annum applicable to the card account as shown in the Offer which advises your credit limit and other prescribed information which we are required to give you, or as agreed between you and us under promotion plans.

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

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

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

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

**balance transfer** means any amount you or an additional cardholder transfer to your card account in accordance with clause 43.

**bank, we or us or Bank of Melbourne or the Bank** means Bank of Melbourne–A Division of Westpac Banking Corporation ABN 33 007 457 141 Australian financial services licence 233714 Australian credit licence 233714 and its successors and assigns.

**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 or Sunday.

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

**card or credit card** means a Visa business credit card we issue to you or an additional cardholder for use on your card account.

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

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

- draw cash from the card account using an automatic teller machine or at a financial institution; or
- receive from a merchant a cash substitute (including, but not limited to, using the card account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
- use the card account to pay bills over the counter at a financial institution; or use the card account to purchase lottery tickets (or scratchies); or
- transfer, or arrange for the transfer of, funds from the card account to another account.

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

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. 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.

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

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

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

**contactless 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.

**credit card contract** includes these Conditions of Use, the letter which advises your credit limit and the precontractual statement, if any, contained in the brochure that accompanied your application form.

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

**default** means an event or circumstance described as a default in clause 31.

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

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

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

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

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

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

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

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

- in a currency other than Australian dollars; or
- in Australian dollars or any other currency with a merchant located outside Australia; or
- in Australian dollars or any other currency that is processed by an entity located outside Australia.

Note: It may not always be clear to you that the Merchant or entity processing the transaction is located outside Australia.

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

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

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

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

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

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

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

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

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

**Online Banking** means the online banking service registered in the name of an individual or business to manage their banking online.

**PIN** means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your card in any Electronic Banking Terminal 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.

**primary cardholder** means the person who opens the card account with us and is liable for the debt incurred on their card as well as any additional card(s).

**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.

**purchase balance** includes any purchases, any fees (excluding fees that result from a cash advance), and any interest charges from any such amount that are debited to your card account.

**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 Visa logo;
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal;
- Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

**third party 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.

**user** means you and the person(s) authorised by you pursuant to these terms & conditions (or other terms & conditions relating to an EFT account) to perform the type of transactions permitted by you.

**we** or **us** or **Bank of Melbourne** means Bank of Melbourne—A Division of Westpac Banking Corporation ("Westpac") ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns.

**Westpac** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**You** or **Your** means the person named as the account owner in the Offer.

# 1 Agreeing to these conditions of use.

When you receive your new card or when an additional cardholder receives a new additional card, only you (the primary cardholder, as indicated by 'Issue No 1' on the front of the card) is required to activate the card account. Additional cardholders' cards (where applicable) will automatically activate thereafter, assuming the relevant identification has been provided. The first time you or an additional cardholder sign a card, activate a card or authorise a transaction on your card account you will automatically be agreeing to these conditions. These conditions then apply to all transactions on your card account.

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

# 2 Other conditions.

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

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

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

# 3 Privacy.

If there are any additional cardholders, 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 must notify us if you change your residential or postal address, either in writing or by contacting our Customer Service Centre on 13 22 66.

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

## 5 Cards.

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

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

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

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

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

## 6 Additional cardholders.

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

You should ensure that each additional cardholder reads and understands these conditions of use.

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

You are responsible for the use of any additional cards and you must pay for all transactions made by the additional cardholders, including any changes.

You must tell us in writing if you want to cancel any additional card or stop any additional card from being used. You must destroy or return that card to us or, if you cannot readily do so, you must take all reasonable steps to destroy or have it returned to us.

If you cannot return an additional card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the card destroyed or returned to us. You remain responsible for all transactions made with an additional card until we receive that additional card or, if you cannot obtain the additional card, until the card is destroyed or the later of:

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

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

We will not accept any person as an additional cardholder unless their identity has been verified in accordance with procedures prescribed under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. A person nominated by you to be an additional cardholder on your card account must provide any details that we request for this purpose.

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

## 7 Security of cards and PINs.

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

## **Your obligations.**

You must:

- sign your card as soon as you receive it
- not record your PIN on your card or on any article normally carried with your card and which is liable to loss or theft with your card
- not permit any other person to use your card
- not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff)
- use care to prevent anyone else seeing your PIN being entered in a terminal.

## **Your own personally selected 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
  - part of your name
  - personal telephone numbers
  - car registration numbers
  - family members' names
  - social security numbers
  - licence numbers

- not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
  - calculators
  - personal computers
  - electronic organisers.

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

You must exercise extreme care if you decide to record a memory aid for your PIN.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

### **Additional cardholders.**

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

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

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

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

If you are overseas, you may notify us by calling +61 2 9155 7800 (available 24 hours a day). A telephone call made to this number may be made on a "reverse charge" basis and you will not be charged.

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

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

You will need to give us all relevant information you may have, so that we can suspend card access to your card account and linked accounts.

You may be asked to confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.

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

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

If a card which has been reported lost or stolen is recovered, it must not be used again. Please cut it up and dispose of it securely.

## 9 Credit limit.

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

You should tell each additional cardholder about your credit limit. You are responsible if the credit limit is exceeded. If disclosed in the Offer, a fee may be charged if your credit limit is exceeded.

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

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

If you ask us to, we will reduce your credit limit (subject to any minimum credit limit that applies to the Card Account).

We may reduce the credit limit. If we do so, we tell you in writing. Refer to clause 37 for information about how we may make this change.

# 10 Using the card.

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

- **at a merchant.**

You can normally use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the Visa symbol 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 your card account by up to the amount of the authorisation.

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

This means even though the balance owing on your card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on your card account. When the goods and services have been supplied, the merchants may request a subsequent authorisation for

the actual costs. This may have the effect of reducing your available credit by the sum of the two authorisation amounts.

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

You must check that the correct amount is entered in a terminal or written in the “total” box on a voucher before you authorise the transaction or sign the voucher.

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

You or an additional cardholder may only cancel periodical debits a cardholder authorises a merchant to make to your card account by direction to the merchant. We are not responsible for goods or services obtained by using the card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant. In some circumstances, we may be able to exercise a chargeback right for you (see Condition 16).

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

## **10.2 Using the card to obtain cash.**

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

- **cash advances.**

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

You can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit (shown in the Offer) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call our Customer Service Centre on 13 22 66 for details). You may also be able to obtain a cash advance on your card account by presenting your card at a branch counter of some of these associated financial institutions.

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

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

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 our Customer Service Centre on 13 22 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 your card account to your linked account by using the Bank of Melbourne Phone Banking service. All amounts transferred from your card account will be treated as cash advances.

- **cash from linked accounts.**

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

### **10.3 Vouchers.**

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

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

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



## 10.5 Stopping operations on your card account.

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

# 11 Daily limits at terminals.

## 11.1 Cash limit.

- **ATM and EFTPOS.**

The maximum total amount of:

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

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

Merchants or other providers of facilities may impose additional limits.

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

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

## 11.2 Purchases limit.

- **EFTPOS.**

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

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

Merchants or other providers of facilities may impose additional limits.

## 12 Using a terminal.

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

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

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

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

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

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

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

Transaction limits apply to the use of a card to make a contactless transaction at a contactless terminal. We will notify you of any such limit if your card is capable of making a contactless transaction.

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

## 13 Processing transactions.

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

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

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

## 14 Foreign transactions on your card account.

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

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

### 14.2 Foreign transactions in a foreign currency.

Any card account statement entries for Foreign transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by the applicable card scheme, and the Foreign transaction fee.

The method of conversion is as follows:

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

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

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

If a Mastercard® card is used to make a transaction in a foreign currency on your card account, Mastercard converts the transaction into Australian dollars at the conversion rate or rates Mastercard applies when it processes the transaction.

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

### **14.3 Foreign transactions in Australian dollars.**

Any card account statement entries for Foreign transactions made in Australian dollars will include the Australian dollar amount and the Foreign transaction fee.

Note: The Foreign transaction fee may be charged in circumstances where you may not be aware that the merchant or entity processing the transaction is located outside Australia.

### **14.4 Refunds and chargebacks of Foreign transactions.**

Any refund or chargeback relating to a Foreign transaction made in a foreign currency will be converted to Australian dollars by the applicable card scheme in accordance with clause 14.2 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign transaction was initially processed.

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

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

## **15 What you must pay.**

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

- (a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order or by other types of remote access;
- (b) the amount of any BPAY® Payment debited to your card account in accordance with condition 27.4;

- (c) the amount of all cash advances;
- (d) interest charges;
- (e) government taxes, duties and charges payable by us in connection with the card account (whether or not you are primarily liable to pay them); and
- (f) the service fee and any of our other fees or charges referred to in condition 19.1.

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

## 16 Statements and monthly payments.

We will provide you with a monthly statement (the actual date may vary slightly each month) for your card account. If you:

- (i) are registered for Online Banking,
- (ii) have supplied us with a valid email address to send statement notifications to; and
- (iii) satisfy any other applicable eligibility criteria,

your statement will be available to you electronically through our Online Banking service, instead of receiving paper statements in the mail. You may elect to receive paper statements in the mail at any point.

If you do not qualify for electronic statements in accordance with clause 16 (i);(ii);(iii) above you will receive paper statements in the mail.

It is important that the contact details you provide to us are up to date. If your contact details change or if any means of electronically communicating with you (e.g. email) is not working, you must tell us.

However, we may not send you a statement if:

- (a) no amounts have been debited or credited to your card account during the statement period and the amount outstanding is below \$10. Even then, we will send you a statement at least once each six months; or
- (b) the account has a zero balance and no amounts have been debited or credited to your card account during the statement period.

The statement includes:

- (i) the start and end dates of the statement period;

- (ii) the opening and closing balance of your 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 your card account.

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

All amounts requiring payment are shown on the statement in Australian dollars. You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us, or query an entry on a statement, if possible, before the due date for payment. You can do so by phoning us on 13 22 66.

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

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

## 16.1 Chargebacks.

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

- you ask us to do so; and
- you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded. You may do so by phoning us on 13 22 66.

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

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

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

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

- inform us promptly that you wish to dispute a transaction; and
- provide us with any information or material we require to support a chargeback.

Refer also to conditions 24.3 and 26.23 in this context.

## 17 Annual percentage rate.

The annual percentage rate on your card account is shown in the 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 [bankofmelbourne.com.au](http://bankofmelbourne.com.au), on request at our branches or by phoning us on 13 22 66.

## 18 Interest charges.

Interest charges in a statement period are calculated by applying:

- (a) the daily percentage rate applicable to cash advances separately to the unpaid daily balances of the cash advance balance; and
- (b) the daily percentage rate applicable to purchases separately to the unpaid daily balances of the purchase balance.

The total amount of interest charges debited to the card account is the sum of the interest charges on the cash advance balance, the purchase balance and the balance of balance transfers (subject to any terms we agree with you in relation to a balance transfer).

## 18.1 Interest charges on purchases and our fees.

References in this clause to the Monthly Payment Balance apply for statements issued on or after 18 November 2019. For a statement issued before then, you must pay the closing balance specified in that statement in order for an interest free period to apply in the manner set out in this clause 18.1.

If the Monthly Payment Balance is lower than the minimum payment required, you must still pay that minimum amount.

- (a) If the Offer states that you have interest free days on your card account, an interest free period will apply to purchases and our fees (excluding fees that result from a cash advance):
- (i) if you pay the Monthly Payment Balance (as specified in your statement) in full by the due date for payment listed in that statement, or if there is no Monthly Payment Balance in that statement that you owe us. The **Monthly Payment Balance** excludes certain amounts, including balance transfers that have not yet expired. The interest free period will commence on the day on which that Monthly Payment Balance is paid in full by the due date (or if there is no Monthly Payment Balance in the statement that you owe us, from the day after the end of the statement period for that statement). It will end on the earlier of:
    - the date the Monthly Payment Balance in the next statement is paid in full; or
    - the due date for payment listed in the next statement; and
  - (ii) from the date this credit card contract is entered into until the due date for payment listed in the first statement.

If an interest free period applies, interest will not be charged on purchases and our fees (excluding fees that result from a cash advance) on any day during the interest free period. Otherwise interest will be calculated and charged on the unpaid purchase balance in accordance with the remainder of clause 18.

### Example.

The Monthly Payment Balance listed on a statement is \$500 and it is due for payment on 28 June in a particular year. If that \$500 Monthly Payment Balance is paid on 20 June in that particular year, an interest free period will apply to purchases and our fees (excluding fees that result from a cash advance):



- from 20 June of that particular year;
- until the earlier of:
  - the date the Monthly Payment Balance in the next statement of account is paid; or
  - the payment due date listed in the next statement (28 July of that particular year).

If you do not pay the Monthly Payment Balance by the due date for payment listed on a statement, unpaid purchases and fees that are outstanding (excluding fees that result from a cash advance which are dealt with in accordance with clause 18.2) as well as new purchases and fees (excluding fees that result from a cash advance which are dealt with in accordance with clause 18.2) debited to your card account will be included in the calculation of the interest charge from the day after that due date for payment. If you did not pay the Monthly Payment Balance by the due date for payment listed in the immediately preceding statement, any of that amount that remained unpaid will be included in the calculation of the interest charge.

(b) ***No interest free period on:***

(i) **interest charges**

We charge interest on interest charges on purchases and fees which we debit to your card account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and our fees on which we charge interest. Interest is charged from the date shown on your statement for an interest charge until it is paid in full.

(ii) **balance transfers**

There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer.

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

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

- purchases;
- fees;

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

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

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

whichever is the later.

We calculate the interest in any statement cycle on purchases and our fees (excluding fees that result from a cash advance which are dealt with in accordance with clause 18.2) for each day that is not included in an interest free period:

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

There is no interest free period for these interest charges.

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

## **18.2 Interest charges on the cash advance balance.**

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 charged on cash advances until they are paid in full.

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

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

whichever is the later.

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

### **18.3 Interest charges on balance transfers.**

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account in accordance with the terms you accept under the relevant balance transfer offer. Unless agreed otherwise, there is no interest free period for either balance transfers or for interest charges on balance transfers. Interest is charged from the date shown on your statement for balance transfers and interest charges on balance transfers until they are paid in full.

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

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

whichever is the later.

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

### **18.4 General.**

Interest charges are added (debited) to your card account every statement date (but interest charges debited on the statement date are not included in the balance on which interest is calculated for that statement date).

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

## **19 Fees and charges.**

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

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

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

**19.3** Details of our current fees and charges are available at [bankofmelbourne.com.au](http://bankofmelbourne.com.au), on request at our branches or by calling us on 13 22 66.

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

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

## 20 How to pay.

You may pay at any of our branches (this includes St.George, BankSA and Westpac 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 your card account in the normal course of business.

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

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

## 21 Automatic Payment Plan.

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

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

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

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

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

## 22 What happens to payments we receive?

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

- interest charges;
- fees; and
- transactions (such as cash advances or purchases).

Within each of the three categories above, the payment is applied in the order in which the relevant amount was debited to the card account. If your card account has amounts owing that relate to more than one promotion plan with the same annual percentage rate, payments will first be applied to amounts which relate to the promotion plan that commenced earlier.

If the total payments to the card account since your most recent statement are more than the closing balance shown on that statement, we apply the excess to parts of the balance owing on your card account that have not yet appeared on a statement in the same order as described above.

## 23 Death of a cardholder.

We must be notified, without delay, if:

- you die; or
- an additional cardholder dies.

## 24 Liability for unauthorised transactions.

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

This condition 24.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions. Condition 26.23 applies to Internet and Phone Banking transactions. Your liability for unauthorised transactions by use of a card and that required a manual signature is covered by condition 24.2.

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

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

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

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

You are not liable for losses caused by:

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (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 have given us notice as required by condition 8;

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

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

your liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified of the loss, theft of your PIN or your card or we are notified of the existence of unauthorised transactions; or
  - (ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to draw on the days that unauthorised use occurs.
- (c) If you have contributed to the unauthorised transaction because you unreasonably delay in notifying us that:
- your card has been lost, stolen or misused; or
  - your PIN has become known to someone else,

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



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

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

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

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

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

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

## **Unauthorised transactions and chargebacks.**

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

## **Additional cardholders.**

**24.4** Condition 24 applies equally if any additional cardholder contributes to the unauthorised use or unauthorised transactions in any of the ways listed in the condition.

## Transactions you or an additional cardholder make.

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

## 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.

- 26.1** For information about telephone and internet banking refer to the Internet and Phone banking T&Cs 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 your card and signing your authorisation of the transaction.

### 27.2 Liability.

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

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

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

Please tell us about any service fault or difficulty with a terminal by calling our Customer Service Centre on 13 22 66 (within Australia).

## 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 [eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome](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 your card account.

A default occurs under your credit card contract if:

- you don't pay any amount when it's due; or
- you or any additional cardholder do any of the following and it has a material impact (as defined below):
  - don't comply with the law; or
  - 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 ability to meet your obligations under your credit card contract (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 your card account and require immediate payment of all amounts you owe under this credit card contract (including amounts accrued or charged but not yet debited to your account) that would not otherwise be immediately payable. Before we require immediate payment, we will give you 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 your card account, we may combine your card account with any other account you have with us. This allows us to use any money you have in another account with us towards repaying the balance owing on your card account. We may combine your accounts without giving you any prior notice, but we will tell you promptly afterwards.

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

## 30 Closing your card account.

You may close your card account at any time by visiting your local branch or by telling us in writing and destroying or returning all cards on the card account (cut in half for your protection).

## 31 Cancellation of cards.

We may cancel any card and suspend the operation of your card account 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.

**You must not use any cards on your card account and you must securely destroy your cards immediately if:**

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

If an additional cardholder dies, you must securely destroy their card without delay even though we do not ask for it. If you destroy their card, please inform us.

If your card account becomes inactive and has a (credit) balance, and if we have not closed your card account in accordance with these Conditions of Use, we will hold the credit balance in your card account until you contact us to claim those funds, or we are required to submit those funds as unclaimed monies in accordance with the law, whichever occurs first. You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

## 32 Payment on closure or cancellation.

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

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

Without limiting this clause 32, if your card account has a positive (credit) balance when it is closed or cancelled, we may send you a bank cheque or direct credit the closing credit balance of your card account (unless those funds have been submitted as unclaimed monies in accordance with the law) into another credit or transaction account you have with us. We will usually notify you before we close your card account, but there may be circumstances where we are not able to (such as where our record of your address is out of date). You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

### **33 Assignment.**

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

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

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

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

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

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



(a) Changes we can make on general basis

We can make 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 your 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'll 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. These are:

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

(c) How we notify you of other changes

- For a change that reduces your obligations or gives you more time to pay us, we will notify you 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 your annual percentage rate, we will notify you on or before the day the change happens by sending you a notice or by advertising the change in a national newspaper and providing you 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 you at least 30 days prior by sending you a notice or by advertising the change in a national newspaper and providing you with details in your next statement after the change takes effect. However, we do not have to give you 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 your credit limit or the cash advance limit or a refusal to authorise further transactions on your credit card, we will notify you at least 30 days prior by sending you a notice. However, we may make these changes without prior notice to you if:
  - you are in default;
  - we believe that the use of your credit card may cause loss to you or us;  
or
  - your credit card account has been inactive 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 you at least 30 days prior by sending you 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 primary cardholder.

## 36 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.

## 37 Terminal transactions.

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

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

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

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

## 38 Gambling Preference Requests.

- (a) For a card account, a primary cardholder can request us to decline transaction authorisation requests that we receive and that we are able to recognise as an authorisation request for a gambling transaction. A primary cardholder can make such a request (a **"Gambling Preference Request"**) by calling us or by another means offered by us from time to time. See our website for more information about this service and how to contact us.
- (b) Where we have received and accepted a Gambling Preference Request from you, we will decline to authorise card transaction authorisation requests that we receive in respect of the applicable card account, in circumstances where the merchant category code provided with the transaction authorisation request identifies the merchant as offering gambling services. We will continue to decline such transaction authorisation requests until the request of a primary cardholder has been cancelled by a primary cardholder and implemented by us. When a cancellation request is made to us by the Primary Cardholder, a period of up to two business days may elapse before the cancellation request will be implemented. Separately, a cancellation does not prevent a later Gambling Preference Request from being made by a primary cardholder.
- (c) There are some situations where we will not be able to comply with a primary cardholder's request to decline the authorisation of gambling related card transactions. These situations will arise: where the merchant category code provided to us is not one that allows us to identify that the authorisation request is related to a gambling transaction; where the transaction is a recurring transaction that you have authorised; where you use available credit in order to draw down cash from an ATM; where (at the relevant time) any of our relevant systems is "off-line", or otherwise impaired or interrupted; and where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur, for example, where the transaction authorisation occurs under a delegated authority held by the merchant, the relevant card scheme provider or a third party transaction processor).
- (d) A primary cardholder that makes a Gambling Preference Request under this clause (including a cancellation request) must tell the other primary cardholders and additional cardholders, as applicable, that the primary cardholder has requested us to provide (or not provide) transaction blocking in accordance with this clause.

## 39 General information.

You may obtain from any Bank of Melbourne branch or by calling our Customer Service Centre –within Australia on 13 22 66 –general information on:

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

## 40 GST.

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

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

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

You must pay, as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with this agreement or any security relating to, any property connected with this agreement 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 store card account held by you with another credit provider ("the other credit or store 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 store card account;
- (c) We may, at our sole discretion, refuse to process a balance transfer if:
  - the balance transfer amount requested plus the balance owing on your card account will exceed 80% 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 store 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 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.

## 43 Our reporting obligations.

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

If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 663 738 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

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

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

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Bank of  
Melbourne

## Important.

Should you lose your card, immediately notify the 24-hour card service centre on **1800 772 266** within Australia, 7 days a week.

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

 Give us a call on **13 82 66**

 Pop into a **branch near you**

 Visit **bankofmelbourne.com.au**

 **Bank of Melbourne**

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