



**VISA Credit Card  
Conditions of Use**  
(Valid from 5 March 2014)

**Hunter United**

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Credit Provider is Hunter United Employees' Credit Union Ltd

ABN 68 087 650 182 AFSL 238316

**Important Note**

This document does not contain all the terms of your Credit Contract or all of the pre-contractual information Hunter United is required by law to give you before this Credit Contract is made. Further terms and conditions are in the Credit Card Schedule that Hunter United sent you when it approved your credit card application. Together, the Credit Card Schedule and these Conditions of Use form your Credit Contract. It is important that you read these documents carefully and retain them for future reference.

**BEFORE YOU USE YOUR VISA CREDIT CARD**

Please read these Conditions of Use. They apply to:

- all Transactions initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to eftpos devices and ATMs) by the combined use of your Visa Credit Card and a Personal Identification Number (**PIN**) or signature; and
- all other Transactions (including telephone Transactions, internet Transactions, manually processed Transactions and, if applicable, Visa payWave Transactions) effected with the use of your Visa Credit Card or Visa Credit Card Number.

**Either the activation of your Card Account or the first Transaction on your Card Account (whichever comes first) will be taken as your agreement to comply with the Credit Contract.**

These Conditions of Use and the Credit Card Schedule form your Credit Contract. You should be aware that a Transaction may arise on your Visa Credit Card prior to you activating the Card Account in circumstances where a Transaction is conducted manually or is below the Floor Limit where no electronic approval is required. Your Card Account will be debited with the amount of any Transaction made in these circumstances (which will increase the balance owing to Hunter United).

These Conditions of Use apply to you (as the Primary Cardholder) and any Additional Cardholder. If you fail to properly safeguard your Visa Credit Card and PIN you may increase your liability for unauthorised use (refer to section 16 for a list of circumstances where you may be held liable for unauthorised use of your Visa Credit Card).

If these Conditions of Use are not clear to you, contact Hunter United **BEFORE** activating or using your Visa Credit Card or alternatively seek independent advice from your accountant or lawyer.

Information on current interest rates and Hunter United's fees and charges is available by contacting Hunter United.

Words that are capitalised in these Conditions of Use are defined in section 30 below.

### **IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR CARD ACCOUNT**

If you fail to properly safeguard your Visa Credit Card and PIN you may increase your liability for unauthorised use. We therefore **strongly recommend** that you:

- sign your Visa Credit Card immediately when you receive it;
- memorise your PIN and never store it with or near your Visa Credit Card;
- never write your PIN on your Visa Credit Card;
- never lend your Visa Credit Card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device;
- never leave your Visa Credit Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Visa Credit Card to **VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199**;
- keep a record of the **VISA CARD 24hr EMERGENCY HOTLINE** number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- on the date of expiry, destroy your Visa Credit Card by cutting it diagonally in half (including cutting the chip on your Visa Credit Card in half).

Refer to section 16 below for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 16 below, rather than the security measures listed above, which are guidelines only.

## **1. INTRODUCTION**

These Conditions of Use, together with the Credit Card Schedule comprise the Credit Contract and govern the use and operation of your Visa Credit Card. It is important that you read these Conditions of Use and the Credit Card Schedule carefully and retain them for future reference.

These Conditions of Use apply to the Primary Cardholder and any Additional Cardholder(s).

These Conditions of Use apply to:

- your use of your Visa Credit Card, when used in conjunction with a PIN, in an Electronic Banking Terminal;
- your use of your Visa Credit Card to purchase goods or services where a PIN is not required; and
- use of your Visa Credit Card or Visa Credit Card Number in a way acceptable to Hunter United (for example, to make a transaction over the telephone or internet).

At your request, Hunter United may attach other services to the Visa Credit Card. Any additional services that you request to be attached to your Visa Credit Card will be advised to you in writing.

The first time that:

- you activate your Card Account (if activation is required by Hunter United); or
  - a Transaction occurs on your Card Account,
- (whichever comes first) constitutes your agreement to the conditions set out in the Credit Contract.

**If you do not agree with the terms of the Credit Contract, do not:**

- activate your Visa Credit Card or use it (or allow anyone else to use or activate your Visa Credit Card); or
- permit an Additional Cardholder to use their Visa Credit Card.

Instead, return all Visa Credit Cards to Hunter United (cut in half for your protection including cutting in half the chip on your Visa Credit Card).

## **2. ADDITIONAL CARDS**

You (being the Primary Cardholder) can ask Hunter United to give an additional Visa Credit Card and PIN to someone else you nominate to be an Additional Cardholder on your Card Account, provided that the person you nominate is over 18 years of age. Hunter United is not obliged to grant any additional Visa Credit Card and may impose other conditions in respect of the issuing or use of that Visa Credit Card. Hunter United is required to comply with all laws governing the issuing of credit cards (including identification and verification of any Additional Cardholders in accordance with the AML Legislation) and you agree to provide all reasonable information and documentation requested by Hunter United to allow the Financial Institution to comply with those laws.

When Hunter United issues an additional Visa Credit Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates Hunter United makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable (in the first instance) for all Transactions carried out by use of the additional Visa Credit Card. Fraudulent or unauthorised transactions can occur on Visa Credit Cards. Where you (or your Additional Cardholder) advise Hunter United that a Transaction that has occurred on your Visa Credit Card or your Additional Cardholder's Visa Credit Card is fraudulent, unauthorised or disputed, Hunter United will investigate and review that transaction in accordance with section 18 below;
- you authorise Hunter United to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional Visa Credit Card. You also authorise Hunter United to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Credit Card, except to the extent that any such instructions relate to an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of an additional Visa Credit Card following cancellation of that Visa Credit Card by you; and
- you can cancel the additional Visa Credit Card at any time by cutting it in half diagonally (including cutting in half the chip on the Visa Credit Card) and either returning the pieces to Hunter United and requesting the additional Visa Credit Card be cancelled or by informing Hunter United that you have destroyed the Visa Credit Card and disposed of the pieces securely. You must then write to Hunter United confirming cancellation of the additional Visa Credit Card. If you cannot destroy the additional Visa Credit Card you should contact Hunter United by telephone and request that it place a "stop" on your Card Account.

If an Additional Cardholder does not comply with this Credit Contract then you (as Primary Cardholder) will be in breach of this Credit Contract (refer to section 15).

You will not be liable to Hunter United for the value of any Transaction occurring on an additional Visa Credit Card after you have cancelled the additional Visa Credit Card, except in circumstances where the additional Visa Credit Card is used after it has been cancelled for:

- store purchases which are below the Floor Limit where no electronic approval is required; or
- Transactions that are processed manually

In these circumstances, it is not possible for Hunter United to physically stop the Transaction from occurring. If the additional Visa Credit Card is used after you have cancelled it in these circumstances then you will be liable to Hunter United for the Value of any Transaction as well as any reasonable costs incurred by Hunter United in collecting the amounts owing.

### 3. APPLICATION OF CODES

Hunter United warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct or the ePayments Code (“**the Code**”) as established or replaced from time to time by the Australian Securities and Investments Commission.

The provisions of any industry code of practice such as the Mutual Banking Code of Practice may also apply to the use of your Visa Credit Card if Hunter United has agreed to be bound by an industry code of practice.

If you would like to know which industry codes of practice apply to the use of your Visa Credit Card or you would like to obtain a copy of a relevant code, you should contact Hunter United.

### 4. SIGNING YOUR VISA CARD

You agree to sign your Visa Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

### 5. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

If you believe your Visa Credit Card or PIN record has been lost, stolen or misused, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting:

#### **DURING NORMAL BUSINESS HOURS**

Hunter United (refer to Hunter United’s website for a list of Hunter United’s normal business hours)

#### **OUTSIDE NORMAL BUSINESS HOURS**

VISA CARD 24hr EMERGENCY HOTLINE

**Free Call - 1800 621 199.**

If you contact the Visa Card 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise Hunter United, as soon as you can, that you have made a report to the Visa Card 24hr Emergency Hotline.

If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be the liability of Hunter United. To avoid further losses you are required to continue to try to provide notification of your lost or stolen Visa Credit Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify Hunter United or the Visa Card 24hr Emergency Hotline, Hunter United will continue to be liable for any loss occurring as a result of further unauthorised use of your Visa Credit Card. If you do not try to notify Hunter United using any of the agreed methods of notification as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Visa Credit Card in accordance with section 16 below.

If the loss, theft or misuse occurs **OUTSIDE AUSTRALIA** you must notify a financial institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of your Visa Credit Card with Hunter United by telephone or priority paid mail as soon as possible.

If your Visa Credit Card is reported as lost or stolen, Hunter United will issue to you a replacement Visa Credit Card. You must give Hunter United a reasonable time to arrange cancellation and the issue of a replacement Visa Credit Card. Refer to the Credit Card Schedule for details of any fees that may apply.

## **6. USING YOUR VISA CARD**

Your Visa Credit Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas. Hunter United will advise you:

- what Transactions your Visa Credit Card will enable you to perform at an Electronic Banking Terminal;
- which Electronic Banking Terminal networks you may use; and
- what mail, internet or telephone Transactions you may carry out with your Visa Credit Card by quoting your Visa Credit Card Number.

Some merchants may choose not to accept Visa credit cards. You should always check with the merchant that it will accept your Visa Credit Card before you attempt to purchase any goods or services. Hunter United does not accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Visa Credit Card.

If your Visa Credit Card is payWave enabled, it may be possible for your Visa Credit Card to be used to pay for Transactions that are under \$100.00 by using Visa payWave at Visa payWave participating merchants. Before authorising a Visa payWave Transaction by waving your Visa Credit Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your Transaction exceeds \$100.00, you will be required to either sign or enter your PIN.

Hunter United does not warrant that ATMs will always have money available or that all financial institutions will provide ATM services to you. You may be able to obtain cash by presenting your Visa Credit Card to a merchant or branch counter at a financial institution. In these circumstances, you may be required to provide suitable identification which identifies you as the holder of the Visa Credit Card.

You must not use your Visa Credit Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa Credit Card is used or where the goods or services are provided. Should your Visa Credit Card be used for unlawful purposes, Hunter United may restrict you from accessing any available funds from your Card Account.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where Hunter United has reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, Hunter United is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your Visa Credit Card be used for unlawful purposes, Hunter United may restrict you from accessing any available funds from your Card Account.

To facilitate the processing of transaction information, your Visa Credit Card details and transaction details may be processed by Visa in countries other than Australia. By using your Visa Credit Card, you agree that information regarding any Transactions may be processed outside of Australia.

Hunter United is not responsible in the event that you have a dispute regarding the goods or services purchased with your Visa Credit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Hunter United has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 18 below for a list of the circumstances when Hunter United can investigate disputed transactions) and attempt to obtain a refund for you.

You should never sign a blank credit card transaction voucher. Doing this is like giving a merchant a signed blank cheque. Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.

All Visa Credit Cards that are issued pursuant to this Credit Contract remain the property of Hunter United. You must return all Visa Credit Cards to Hunter United if it requests you to do so.

You must not use your Visa Credit Card after the Expiry Date.

Your Visa Credit Card will be registered with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Visa Credit Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk or the relevant transaction may be declined if it is deemed to be very high risk. If you are unable to validate your identity, your Visa Credit Card may be suspended. For assistance in these circumstances or to learn how your Visa Credit Card may be unsuspended, please contact Hunter United during its normal business hours (refer to Hunter United's website for details of Hunter United's normal business hours).

## **7. USING YOUR VISA CARD OUTSIDE AUSTRALIA**

All Transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your Visa Credit Card in a currency other than Australian dollars, or you make a transaction on your Visa Credit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia. You will be advised by Hunter United whether a currency conversion fee applies and the amount of this fee at the time you apply for your Visa Credit Card.

## **8. TRANSACTION LIMITS**

Hunter United:

- may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Card Account on any one day through the Electronic Banking Terminal; and
- will advise you of any daily transaction limits that apply at the time of your application of your Visa Credit Card.

Where Hunter United imposes a temporary minimum or maximum limit, Hunter United will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where Hunter United imposes a new permanent minimum or maximum transaction limit, Hunter United will inform you of this change in accordance with the requirements set out in section 26 of these Conditions of Use.

**Please note, merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain using your Visa Credit Card. When you press the credit button at an eftpos terminal, you cannot withdraw cash.**

## **9. CREDIT LIMIT**

Subject to any transaction limits which Hunter United may impose in accordance with section 8, Hunter United will make funds available to you up to the Credit Limit. The Credit Limit applies to the Card Account and there is not an additional Credit Limit for any additional Visa Credit Card that is issued.

You must not allow your Unpaid Daily Balance to exceed the Credit Limit, unless Hunter United has consented in writing.

Transactions which are below the Floor Limit and where no electronic approval is required or Transactions that are processed manually are not authorised by Hunter United before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit. In circumstances where Hunter United's authorisation is required before a Transaction proceeds, Hunter United will not authorise a Transaction in circumstances where the Transaction will result in your Credit Limit being exceeded.

If you conduct a Transaction which results in your Unpaid Daily Balance exceeding your Credit Limit, Hunter United is not increasing your Credit Limit. If the Credit Limit is exceeded without Hunter United's approval, you must immediately repay to Hunter United any amount in excess of your Credit Limit. In these circumstances, Hunter United will contact you to notify you that your Unpaid Daily Balance has exceeded your Credit Limit.

You may ask Hunter United to permanently or temporarily increase your Credit Limit at any time. Hunter United is not required to agree to any such request. If Hunter United forms the view that your financial circumstances do not justify a permanent or temporary increase of your Credit Limit (in Hunter United's opinion) or the increase in the Credit Limit is unsuitable for you (in Hunter United's opinion), Hunter United will not agree to increase your Credit Limit.

Hunter United may only increase your Credit Limit at your request or with your written consent. Hunter United may only invite you to increase your Credit Limit if you have consented to receive Credit Limit increase invitations.

However, Hunter United may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, Hunter United will give you written notice prior to it reducing your Credit Limit (refer to section 26) unless circumstances exist where it reasonably believes that your use of the Visa Credit Card or Card Account may cause loss to you or Hunter United. This could include circumstances where you are in default pursuant to the terms and conditions set out in this Credit Contract or where Hunter United suspects that your Visa Credit Card or Card Account has been compromised. You can request that Hunter United reduce your Credit Limit at any time by contacting Hunter United.

## **10. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS**

Certain Transactions on your Card Account may need to be authorised by Hunter United before they can proceed. In these circumstances, prior to the Transaction being completed, the relevant merchant's financial institution will obtain authorisation from Hunter United for the Transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds on your Card Account. If circumstances occur where authorisation is obtained from Hunter United but the relevant Transaction is not completed, your available funds may be reduced for a certain period of time.

Transactions will not necessarily be processed to your Card Account on the same day that you conduct the relevant transaction. The date that you conduct the Transaction is referred to as the transaction date. Some Transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant Transaction on the transaction date. The date that Hunter United processes the Transaction and applies the relevant Transaction to your Card Account is referred to as the posting date. Regardless of the posting date, Hunter United will calculate all interest charges from the transaction date.

Where you make multiple Transactions on your Card Account on the same day, debit Transactions (which are Transactions which increase your Unpaid Daily Balance, such as Purchases and Cash Advances) are posted to your Card Account before credit transactions (which are transactions which reduce your Unpaid Daily Balance, such as payments).

Hunter United has the right to refuse authorisation for you to effect any Transaction if:

- Hunter United has suspended your Card Account in accordance with these Conditions of Use (refer to section 14);
- in accordance with section 28 of these Conditions of Use, Hunter United believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the Transaction will result in your Unpaid Daily Balance exceeding your Credit Limit.

#### **11. DEPOSITS AT ELECTRONIC BANKING TERMINALS**

If allowed by Hunter United, any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by Hunter United. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

#### **12. TRANSACTIONS DEBITED TO YOUR CARD ACCOUNT**

Hunter United will deduct from your Card Account balance (which will increase the balance owing) the value of all Transactions carried out by the use of your Visa Credit Card. Hunter United will (in the first instance) consider a Transaction as having been authorised by you when:

- you conduct a Transaction;
- your Visa Credit Card or Visa Credit Card Number is used to conduct a Transaction; or
- your Visa Credit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Hunter United.

Fraudulent transactions can occur on your Visa Credit Card. Where you advise Hunter United that a Transaction that has been debited from your Card Account balance (which will increase the balance owing) is fraudulent, unauthorised or disputed, Hunter United will investigate and review that Transaction in accordance with section 18 of these Conditions of Use.

All Purchases, Cash Advances, Balance Transfers, interest charges and fees and charges will be debited from your Card Account balance in accordance with this Credit Contract (which will increase the balance owing). All amounts deducted from your Card Account balance will form part of your Unpaid Daily Balance.

#### **13. RENEWAL OF YOUR VISA CREDIT CARD**

Hunter United will forward to you and any Additional Cardholder a replacement Visa Credit Card before the Expiry Date of your current Visa Credit Card or additional Visa Credit Card (providing you are not otherwise in default under the Credit Contract – refer to section 15 below). In these circumstances you will not be charged any card replacement fee.

If you do not require a replacement Visa Credit Card, either for yourself or an Additional Cardholder, you must notify Hunter United before the Expiry Date of your current Visa Credit Card or additional Visa Credit Card. You must give Hunter United a reasonable time to arrange cancellation of the issue of a replacement Visa Credit Card.

Hunter United may issue a new Visa Credit Card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use. Typically Hunter United will do this in circumstances where it considers that the security of your Visa Credit Card or PIN may have been compromised or where Hunter United is required to issue new cards to all its cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged any card replacement fee.

#### **14. CANCELLING YOUR CARD OR CARD ACCOUNT**

- 14.1 Hunter United may close your Card Account and/or cancel your Visa Credit Cards at any time:
- (1) for security reasons where the Visa Credit Card has been or is reasonably suspected by Hunter United to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or other third party as a result of your conduct;
  - (2) if you are in default pursuant to section 15.1 and you fail to remedy that default within 30 days after receiving notice from Hunter United in accordance with section 15; or
  - (3) if you are in default pursuant to section 15.3.

If these circumstances arise, Hunter United will notify you that your Card Account has been closed or that your Visa Credit Card has been cancelled.

- 14.2 **You may cancel your Card Account at any time by giving Hunter United notice in writing or telephoning Hunter United. In these circumstances, you must either return all Visa Credit Cards to Hunter United (cut in half for your protection, including cutting the chip on the Visa Credit Card in half if your Visa Credit Card has a chip) or confirm by telephone that all Visa Credit Cards have been destroyed and that you have disposed of the pieces securely. You must then write to Hunter United to confirm cancellation of the Visa Credit Card. Please refer to section 2 for details on how to cancel an additional Visa Credit Card.**
- 14.3 Hunter United may restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholders from using your Visa Credit Card in circumstances where you are in default in accordance with section 15.1 and Hunter United has notified of the default and advised you that it will restrict your Card Account if you do not rectify the relevant default in accordance with the timeframes set out in the notice Hunter United provided to you. Hunter United will provide you with at least 7 days notice of its intention to suspend your Card Account.
- 14.4 Subject to the ability of Hunter United to demand immediate repayment in accordance with sections 15.2 or 15.3, this Credit Contract remains in force when a Visa Credit Card is cancelled or the Card Account is closed in accordance with this section 14 until the Closing Balance on your Card Account has been repaid in full and any amounts subsequently debited from your Card Account balance (which will increase the balance owing) in accordance with this Credit Contract are paid.
- 14.5 Subject to sections 15.2 or 15.3 below, where Hunter United has restricted your Card Account or you have cancelled yours and your Additional Cardholder's Visa Credit Cards, having the affect of removing all future access to any available funds, you must continue to pay at least the minimum amount owing as shown on your Credit Card Statement each month until the Closing Balance of the Card Account is paid in full. In these circumstances, fees, charges and interest will continue to be debited from your Card Account balance (which will increase the balance owing) in accordance with the terms and conditions set out in this Credit Contract (comprising these Conditions of Use and the Credit Card Schedule).

- 14.6 You must not use your Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been restricted or closed. In some circumstances your Visa Credit Card may be used for store purchases which are below the Floor Limit and where no electronic approval is required or if a Transaction is processed manually. If you use your Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been closed in these circumstances then you will be liable to Hunter United for the value of any Transaction as well as any reasonable costs incurred by Hunter United in collecting the amounts owing which include interest calculations at the rate that applied prior to your Card Account being closed. Any such amounts are immediately due and owing upon demand by Hunter United.
- 14.7 Should you elect to close your Card Account or your Card Account is closed by Hunter United, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services (refer to section 25 for further details).
- 15. DEFAULT**
- 15.1 You are in default under this Credit Contract if:
- you breach the terms and conditions set out in these Conditions of Use and that breach is of a serious nature. This includes failure by you to pay the whole of any amounts due on or before the due date;
  - Hunter United reasonably believes that you gave to Hunter United false, misleading or deceptive information; or
  - you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.
- 15.2 Where you are in default in accordance with section 15.1, before Hunter United requires immediate repayment in full of all amounts owing by you to Hunter United in accordance with this Credit Contract and prior to Hunter United commencing any enforcement action, Hunter United will provide you with 30 days written notice to allow you an opportunity to remedy the default. If you do not remedy the default in accordance with the timeframes specified in the written notice Hunter United provided you, then Hunter United may require immediate payment of all amounts owing by you under this Credit Contract and may commence enforcement action.
- 15.3 Hunter United is not required to give you notice before commencing enforcement proceedings in circumstances where:
- Hunter United believes on reasonable grounds that you were induced by fraud on your part to enter into this Credit Contract;
  - Hunter United has made reasonable attempts to locate you but have not been successful; or
  - the Court authorises Hunter United to begin enforcement proceedings.
- 15.4 **It is important that you update your contact details with Hunter United when they change to ensure that they stay current and up to date.**
- 15.5 You may have to pay reasonable enforcement expenses and costs under these Conditions of Use, including any amount reasonably incurred by use of Hunter United's staff and facilities, in the event of a breach of the Credit Contract. All enforcement expenses and costs must be reasonably incurred by Hunter United. These enforcement expenses will become payable by you after Hunter United has given you 21 days notice of these expenses. After 21 days after you have received notice, Hunter United may debit your Card Account balance (which will increase the balance owing) for such amounts without being required to give further notice to you. If you consider that Hunter United has incorrectly calculated these expenses or has incorrectly charged you for these expenses, you may dispute this by contacting Hunter United in accordance with section 18.

**16. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE**

- 16.1 You are not liable for any loss arising from unauthorised use of your Visa Credit Card:
- (a) where the losses are caused by the fraudulent or negligent conduct of:
    - (i) Hunter United;
    - (ii) employees or agents of Hunter United;
    - (iii) companies involved in networking arrangements; or
    - (iv) merchants or agents or employees of merchants;
  - (b) before you have actually received your Visa Credit Card and PIN and acknowledged receipt of your Visa Credit Card and PIN to Hunter United;
  - (c) subject to section 14.6, where the losses relate to any component of your Visa Credit Card or PIN being forged, faulty, expired or cancelled;
  - (d) where the losses are caused by the same transaction being incorrectly debited more than once to your Card Account;
  - (e) after you have reported it lost or stolen;
  - (f) if you did not contribute to any unauthorised use of your Visa Credit Card; or
  - (g) if the unauthorised transaction was made using your Visa Credit Card information without use of your actual Visa Credit Card or PIN.
- 16.2 For the purpose of section 16(1)(b), there is a presumption that you did not receive your Visa Credit Card unless Hunter United can prove that you received your Visa Credit Card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of your activating your Visa Credit Card.
- 16.3 For the purpose of section 16.1(1) (f), Hunter United will undertake an assessment to consider whether you have contributed to the loss caused by the unauthorised use of your Visa Credit Card. This assessment will include a review of whether you:
- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
  - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - (c) wrote or indicated your PIN on your Visa Credit Card;
  - (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Visa Credit Card or likely to be lost or stolen at the same time as your Visa Credit Card;
  - (e) allowed anyone else to use your Visa Credit Card;
  - (f) unreasonably delayed notification of:
    - (i) your Visa Credit Card or PIN record being lost or stolen;
    - (ii) unauthorised use of your Visa Credit Card; or
    - (iii) the fact that someone else knows your PIN; or
  - (g) in relation to a transaction carried out at an ATM, whether the ATM incorporated reasonable safety standards that mitigated the risk of your Visa Credit Card being left in the ATM.
- 16.4 Where a transaction can be made using your Visa Credit Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa Credit Card.
- 16.5 If Hunter United considers that it can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Credit Card under section 16.3, your liability will be the lesser of:
- (a) the actual loss when less than your Card Account balance (including the unused portion of your Credit Limit);
  - (b) your Card Account balance (including the unused portion of your Credit Limit);
  - (c) in relation to Transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Visa Credit Card or breach of PIN security, up to and including the day you make your report; or

- (d) the amount for which you would be held liable if Visa's scheme rules or other relevant card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Credit Card, please contact Hunter United).
- 16.6 In assessing liability under section 16.5(c):
- (a) where your Visa Credit Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the Transaction, by reference to the status and/or type of Electronic Banking Terminal at which the Transaction occurred.
- 16.7 Where a code (eg. a PIN) was required to perform the unauthorised Transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Visa Credit Card, your liability will be the lesser of:
- (a) \$150, or a lower figure determined by Hunter United;
  - (b) your Card Account balance (including the unused portion of your Credit Limit);
  - (c) the actual loss at the time Hunter United is notified of the loss or theft of your Visa Credit Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
  - (d) the amount for which you would be held liable if Visa's scheme rules or other relevant card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Credit Card, please contact Hunter United).
- 16.8 In assessing your liability under this section 16:
- (a) Hunter United will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
  - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss;
  - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa Credit Card Number and Expiry Date) is not relevant to your liability; and
  - (d) the portion of losses incurred that you and the Financial Institution had not agreed could be accessed using the Visa Credit Card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- 16.9 Your liability for losses occurring as a result of unauthorised access will be determined under the Code. You can find a copy of the Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)). The guidelines set out at the beginning of these Conditions of Use to safeguard your Card Account, are the minimum security measures you should take. If you disagree with Hunter United's resolution process, you should contact Hunter United and request that Hunter United review its decision in accordance with section 18.

## 17. VISA ZERO LIABILITY

- 17.1 In addition to the limits placed on your liability pursuant to the Code and described in section 16 above, Visa's scheme rules provide that Hunter United shall limit your liability to **nil** in the following circumstances:
- (a) the unauthorised Transactions were not effected at an ATM, including Transactions effected prior to notification of:
    - (i) the unauthorised Transactions; or
    - (ii) the lost or stolen Visa Credit Card, by you to Hunter United;
  - (b) you have not contributed to any loss caused by unauthorised use of your Visa Credit Card as described in section 16.3 above; and
  - (c) you have provided all reasonably requested documentation to Hunter United, which may include provision of a statutory declaration and police report.

- 17.2 Where this Visa zero liability section applies, Hunter United will endeavour to refund the amount of the unauthorised Transactions within five (5) business days of being notified by you of the unauthorised transaction, subject to:
- (a) you having provided all reasonably requested information to Hunter United;
  - (b) you are not otherwise in default or have breached these Conditions of Use;
  - (c) your Card Account is not in arrears, other than as a result of the unauthorised Transactions; or
  - (d) Hunter United has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
    - (i) the conduct of the Card Account;
    - (ii) the nature and circumstances surrounding the unauthorised Transactions; and
    - (iii) any delay in notifying Hunter United of the unauthorised Transactions.
- 17.3 Any refund is conditional upon the final outcome of Hunter United's investigation of the matter and may be withdrawn by Hunter United where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, Hunter United will comply with the requirements of section 18 of these Conditions of Use.

## 18. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a Transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Hunter United or the Visa Card 24 Hr Emergency Hotline as explained in section 6 of these Conditions of Use. As soon as possible, you must also provide Hunter United the following:

- your name and address, account number and Visa Credit Card Number;
- details of the Transaction or the error you consider is wrong or unauthorised;
- a copy of the Credit Card Statement in which the unauthorised Transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised Transaction or an error;
- details other users authorised to operate the account;
- details of whether your Visa Credit Card is signed and your PIN secure; and
- any other details that Hunter United requires.

If you have a complaint or dispute relating to your Visa Credit Card or any fees or charges that have been debited from your Card Account (which has increased the balance owing), you should **immediately** contact Hunter United.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, Hunter United will advise you of the outcome of your complaint by means other than in writing. If you wish, you may request that the Financial Institution provides you with a written response.

However, if Hunter United is unable to settle your complaint within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving relevant details from you or receiving your complaint, Hunter United will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where Hunter United investigates the relevant transaction under applicable card scheme rules (for example, Visa's scheme rules).

If Hunter United finds that an error was made, it will make the appropriate adjustments to your Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact Hunter United's External Dispute Resolution Scheme.

Hunter United's external dispute resolution provider is Financial Ombudsman Service and can be contacted at 1300 780808.

When Hunter United advises you of the outcome of its investigations, it will:

- give you reasons in writing for its decisions by reference to these Conditions of Use and the Code;
- advise you of any adjustments it has made to your Card Account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Hunter United's decision.

If Hunter United decides that you are liable for all or any part of a loss arising out of unauthorised use of your Visa Credit Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

Hunter United cannot begin enforcement proceedings on the basis of a default arising from a disputed liability until 30 days have elapsed from the time when it gives you its written explanation or advice about the disputed liability.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

If Hunter United fails to carry out these procedures or causes unreasonable delay, Hunter United may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

Hunter United has the ability to investigate disputed transactions which occur on your Visa Credit Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, Hunter United, a bank or other financial institution) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, Hunter United's ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify Hunter United as soon as you become aware of a disputed transaction.

## **19. MALFUNCTION**

Other than to correct the error in your Card Account and the refund of any charges or fees imposed on you as a result, Hunter United will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an eftpos device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa Credit Card and sign a voucher. The voucher authorises Hunter United to debit your Card Account with the amount of the transaction (which will increase the balance owing to Hunter United).

## **20. STATEMENTS AND RECEIPTS**

A printed transaction record slip will be available for each financial transaction carried out with your Visa Credit Card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on any:

- transaction voucher is correct before signing it; or
- Electronic Banking Terminal is correct before entering your PIN.

You should obtain, check and retain all transaction record slips (including sales and cash advance vouchers) issued to you for checking against your Credit Card Statements.

Hunter United will send you an account statement ("**Credit Card Statement**") monthly (unless the Card Account has a nil balance and no Transactions have occurred since the last statement cycle) or as otherwise required by any applicable legislation, Code or relevant industry code of practice. All amounts shown on the statement will be in Australian dollars.

You may request more frequent Credit Card Statements from Hunter United. You may request a copy of your Credit Card Statement at any time. You should check with Hunter United whether fees and charges will apply in these circumstances.

The date your Credit Card Statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle".

There is no facility available to make repayments overseas. However, if you are overseas when a payment is due, you must still ensure that any minimum repayments are made.

You should contact Hunter United to ascertain what facilities are available to make repayments, when you are away from your home for extended periods of time.

## **21. FEES AND CHARGES**

The fees and charges outlined in the Credit Card Schedule apply. You agree to pay to Hunter United all fees and charges that are set out in the Credit Card Schedule. Hunter United will deduct these fees and charges from your Card Account by deducting the amount of the fee or charge in accordance with this section 21 and the Credit Card Schedule (which will increase the balance owing). All fees and charges that are set out in the Credit Card Schedule are inclusive of GST.

If you consider Hunter United has incorrectly charged you a fee or charge, you may dispute this by contacting Hunter United in accordance with section 18. Any incorrectly charged fee or charge will be reversed by Hunter United (including any further charges or interest accruing on the Card Account due to the incorrect fee or charge being charged).

The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with section 26.

The Card Account will be debited with an annual fee (where an annual fee is applicable) following the first transaction effected by you using the Visa Credit Card, unless the Card Account features a waiver of the first year's annual fee. The fee is then charged in subsequent years on or after the anniversary of the first transaction unless waived by Hunter United.

Hunter United reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Hunter United is authorised to debit your Card Account with those fees (which will increase the balance owing). You will be advised by Hunter United, in writing, of any currently applicable fees and charges at the time you apply for your Visa Credit Card.

## **22. INTEREST CHARGES.**

### **22.1 Calculation of Interest Charges**

Interest on outstanding Cash Advances and Non- Cash Advances are calculated differently.

### **22.2 Cash Advances**

For Cash Advances:

- (1) where the transaction date and the posting date fall within the same statement period, interest is calculated on the value of the Transaction from and including the individual transaction date until paid in full; or
- (2) where the transaction date falls in one statement period and the posting date falls within a later statement period, interest is calculated on the value of the Transaction from and including the first day of the statement period that contains the posting date until paid in full.

The Annual Percentage Rate that applies to Cash Advances is shown in the Credit Card Schedule.

### **22.3 Non-Cash Advances**

For Non-Cash Advances

- (1) where the transaction date and the posting date fall within the same statement period, interest is calculated on the value of the Transaction from and including the individual transaction date until paid in full, after allowing for any interest free days; and
- (2) where the transaction date falls in one statement period and the posting date falls within a later statement period, interest is calculated on the value of the Transaction from and including the first day of the statement period that contains the posting date until paid in full, allowing for any interest free days.

The Annual Percentage Rate that applies to Non-Cash Advances is shown in the Credit Card Schedule.

### **22.4 Balance Transfers**

If a Balance Transfer Offer applies, then the Annual Percentage Rate that applies for Balance Transfers (which is set out in the Credit Card Schedule), will apply to all Balance Transfers up until the expiry date that is set out in the Credit Card Schedule. After this expiry date has passed, the Unpaid Daily Balance on any Balance Transfers that remain unpaid will be subject to the Annual Percentage Rate that applies for Non-Cash Transactions.

### **22.5 Special Promotions**

If a Special Promotion applies, then the Annual Percentage Rate that applies for that Special Promotion will be set out in the Credit Card Schedule or any written promotion that Hunter United offers. If you do not pay the amount of any Transaction that applies to the Special Promotion by the relevant expiry date of that Special Promotion, then:

- (1) where the relevant Transaction is a Non-Cash Advance, then the relevant Transaction will be treated as a Non-Cash Advance and interest will be charged on that Transaction in accordance with section 22.3; or
- (2) where the relevant Transaction is a Cash Advance, then the relevant Transaction will be treated as a Cash Advance and interest will be charged on that Transaction in accordance with section 22.2.

### **22.6 Calculation of Interest Charges**

The interest charges on:

- (1) Cash Advances;
- (2) Non-Cash Advances (not receiving the benefit of any interest-free period);

(3) any Transactions where a Balance Transfer Offer or Special Promotion applies, are calculated daily, by applying the Daily Percentage Rate separately to the Unpaid Daily Balances of Cash Advances, Non-Cash Advances and any Transactions where a Balance Transfer Offer or Special Promotion applies. The total amount of interest charges debited to the Card Account balance (which will increase the balance owing) is the sum of the interest charges on:

(4) Cash Advances;

(5) Non-Cash Advances; and

(6) any Transactions where a Balance Transfer Offer or Special Promotion applies, for the number of days in the statement period and may include adjustments relating to prior statement periods. All interest charges for the relevant statement period will be debited from the Card Account balance (which will increase the balance owing) on the last day of the relevant statement period.

#### **22.7 Interest-free period for non-cash transactions**

If an interest free-period applies to Non-cash transactions, it will commence on the transaction date and end on the due date as shown on your statement or the payment receipt date (whichever comes first).

#### **22.8 How many 'interest free days' apply to the Card Account?**

Your Credit Card Schedule sets out the number of interest free days that apply to Non-Cash Advances.

#### **22.9 What happens if payment is not made in full?**

If you do not pay the full amount of the Closing Balance in by the due date shown on your Credit Card Statement, all outstanding unpaid Non-Cash Advances will be included in the calculation of the interest charge unless an interest free period applies.

#### **22.10 Will an interest-free period apply to all Transactions on your Visa Credit Card?**

No. An interest-free period will not apply to Cash Advances at any time.

### **23. GOVERNMENT FEES AND CHARGES**

Hunter United reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa Credit Card by any government or by any regulatory authority. Hunter United is authorised to debit your Card Account with those fees, charges, duties and taxes (which will increase the balance owing).

### **24. PAYMENTS**

#### **24.1 Minimum payment required**

(1) Where your Closing Balance on your Credit Card Statement shows an amount owing, you must pay the minimum amount owing by the due date as specified on the Credit Card Statement.

(2) Your Credit Card Schedule shows you how the minimum amount is calculated.

(3) If you do not pay the minimum amount owing as shown on your Credit Card Statement by the due date, Hunter United may charge you a late payment fee (refer to the Credit Card Schedule for a description of the amount of this fee and when it will be debited from your Card Account balance (which will increase the balance owing)).

(4) You may pay more than the minimum amount owing and may pay all of the Closing Balance. However, if you do this, it does not affect your obligation to pay in full the minimum amount owing that may be due in any subsequent month.

#### **24.2 How and where you can make payments**

(1) You may make payments to Hunter United by:

- direct debit from approved accounts. Payments cannot be made from other credit card accounts or charge cards. If you wish to use this method of payment, you will be required to complete a Direct Debit Request. This form can be obtained by calling Hunter United;

- by posting a cheque, together with the applicable portion of the Credit Card Statement to Hunter United. Please allow 10 business days for processing;
- by BPAY Payment; and
- by any other means as advised by Hunter United from time to time.

(3) Payments made to your Card Account may not be credited to your Card Account on the day of lodgement of the payment. The processing of payments can take a number of days. You should allow sufficient time for payment to be received and processed by Hunter United before the due date.

(4) You must always pay Hunter United in Australian dollars.

(5) During an interest free period, you are not required to make any repayments in respect of that Purchase. After the interest free period expires, any outstanding balance (which may include a portion of the Purchase that has not been repaid to you) bears interest from the date your Card Account last had a debit balance (i.e monies remain owing to Hunter United) at the Annual Percentage Rate and is repayable in accordance with the terms of this Credit Contract.

(6) If an interest free period applies in respect of a Purchase, the minimum amount owing set out in a Credit Card Statement is calculated by including the amount of all unpaid Purchases regardless of the interest free period.

(7) If you make a payment by electronic funds transfer and Hunter United identifies a discrepancy between the amount recorded by the electronic equipment as having been deposited and the amount received by Hunter United, Hunter United will notify you of the difference as soon as possible and advise you of the actual amount credited to your Card Account (which will reduce the balance owing).

#### 24.3 **How Hunter United applies your payments**

Hunter United will apply payments starting with the transactions attracting the highest interest and then proceeding to transactions at the next lower rate, and so on, until the balance is paid in full.

#### 24.4 **Refunds**

Any refund that is processed on the same date that the relevant Transaction occurred will not affect the calculation of interest charges. However, if the refund is processed on a date other than the transaction date, the refund will be applied in the same order as set out in section 24.3 above. Any refund that is processed by Hunter United will not be deemed to be a payment by you and in these circumstances you will still be required to pay the minimum amount owing by the due date as specified on the Credit Card Statement.

#### 24.5 **Hardship**

If you are experiencing financial difficulties please contact Hunter United to discuss options and solutions which may be available to you. You can ask Hunter United to postpone your repayments or reduce the amount of your repayments by making an application. After you apply for a hardship variation, Hunter United must respond to your request in writing within 21 days. If Hunter United refuses your hardship application, it must give you reasons. If you think these reasons are unfair, you may contact Hunter United's external dispute resolution provider (see section 18 for details).

## **25. REGULAR PAYMENT ARRANGEMENTS**

You are encouraged to maintain a record of all regular payments you arrange with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular payments can be either a recurring payment or an instalment payment. A regular payment arrangement represents an agreement between you and a merchant in which you preauthorise the relevant merchant to bill your Card Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Card Account each month or you may have purchased a new television from your local appliance store and are being billed by the merchant in subsequent multiple periods. A template for recording your regular payment arrangements is available from the Australian Payments Clearing Association website ([www.apca.com.au](http://www.apca.com.au)).

To either change or cancel any regular payment arrangement, you should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until you notify the merchant, Hunter United is required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with your request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

Should your Visa Credit Card Number be changed (i.e. as a result of a lost or stolen card), you must request the merchant(s) to change the details to your existing regular payment arrangement(s). If you do not undertake to notify the merchant of a change in your Visa Credit Card details, your existing regular payment arrangement may either not be honoured by Hunter United or the merchant may stop providing the goods and/or services to you.

Should you elect to close your Card Account or your Card Account is closed by Hunter United, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services.

## **26. CHANGES TO CONDITIONS OF USE**

### **26.1 Hunter United may make changes**

- (1) Hunter United may change your Credit Contract at any time by providing you with notice in accordance with this section 26.
- (2) If you wish to close your Card Account as a result of any change or variation Hunter United makes to this Credit Contract, you must contact Hunter United to close your Card Account. In these circumstances, you will not be charged any fees or charges associated with Hunter United closing your Card Account, providing you are not in default of the Credit Card Contract and you pay all monies owing in accordance with section 15.

### **26.2 Changes to Annual Percentage Rate**

- (1) Hunter United will notify you in writing of any increase to the Annual Percentage Rate by no later than the day on which the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory. In this case, Hunter United will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.
- (2) Except where the change reduces your obligations under the Credit Contract, Hunter United will notify you no later than 20 days before a change in the manner in which it calculates interest or applies interest (including a change in or abolition of any interest free period) takes effect.
- (3) Hunter United will provide you with written notice when it sends your next Credit Card Statement in circumstances where it reduces the Annual Percentage Rate that applies to the Card Account. This notice may occur before or after the change takes effect.

**26.3 Changes to Credit Fees and Charges**

- (1) Hunter United may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 20 days before the change takes effect. Alternatively, notice may be given by publishing a notice in a newspaper circulating in your State or Territory. In this case, Hunter United will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.
- (2) Where the change reduces or removes a credit card fee or charge or extends the time for payment of a credit card fee or charge, Hunter United will provide you with notice when it sends your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

**26.4 Changes to repayments**

- (1) Hunter United will notify you of any change in the amount or frequency or time for payment or a change in the method of calculating the minimum amount owing by giving you written notice no later than 20 days before the change takes effect.
- (2) Where the change reduces the amount of repayment or extends the time for payment, Hunter United will advise you of the change before or when your next Credit Card Statement is sent after the change takes effect.

**26.5 Cancellation and change to your Credit Limit**

Hunter United may reduce your Credit Limit. Hunter United will notify you in writing prior to Hunter United making this change unless circumstances exist where it reasonably believes that your use of the Visa Credit Card or Card Account may cause loss to you or Hunter United.

**26.6 Other changes**

Hunter United may notify you of any other changes by giving you written notice no later than 20 days before the change takes effect. These changes may include imposing, removing or adjusting transaction limits. Where the change reduces your obligations or extends the time for payment, Hunter United will advise you of the change before the change takes effect or when it sends your next Credit Card Statement to you, which may be after the change takes effect.

**27. OTHER GENERAL CONDITIONS**

These Conditions of Use govern your Visa Credit Card's access to your Card Account. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the Code or any relevant industry code of practice.

You agree that you will promptly notify Hunter United of any change of address for the mailing of any notifications, which Hunter United is required to send to you.

You may not assign your rights under this contract to any other person. Hunter United may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedures than Hunter United. If Hunter United assigns or transfers the rights under this Credit Contract, this Credit Contract will apply to the transferee or assignee as if it were named as Hunter United. If Hunter United assigns this Credit Contract, it will provide you with notice and you will be able to cancel your Visa Credit Card as a result of this assignment without being charged any fees or charges associated with Hunter United cancelling your Card Account, provided you are not in default of this Credit Card Contract and you pay all monies owing in accordance with section 15.

A certificate signed by an authorised person of Hunter United stating the balance of the Card Account is sufficient evidence of the amount of the Primary Cardholder's liability to Hunter United at the date of issuing the certificate.

## **28. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

You agree that:

- where required, you will provide to Hunter United all information reasonably requested by Hunter United in order for Hunter United to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation or the Visa scheme rules;
- Hunter United may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- Hunter United may block, delay, freeze or refuse any transactions where Hunter United in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, the Visa scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Hunter United in accordance with this section 28, you agree that Hunter United is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of Hunter United taking this action; and
- Hunter United will monitor all transactions that arise pursuant to your use of the Visa Credit Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

## **29. PRIVACY AND INFORMATION COLLECTION**

Hunter United may collect your personal information:

- to identify you in accordance with the AML Legislation and Visa scheme rules;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, Hunter United may collect your personal information from a third party service provider. For example, Hunter United may collect, from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. Hunter United collects this information in order to manage the service it provides to you, consistent with this section 29.

If you do not provide some or all information requested, Hunter United may be unable to provide you with a product or service.

Hunter United will not collect sensitive information about you, such as health information, without your consent.

Hunter United may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law;

- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Visa Card or third parties using your Visa Card or card information; or
- to credit reporting bodies or debt collection agencies. For more information on how Hunter United deals with credit reporting bodies and how it deals with your credit-related personal information, please refer to the Privacy Policy on Hunter United's website.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and Transaction details may be sent to countries other than Australia. By using your Visa Card, you agree that your personal information and Transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the *Privacy Act 1988 (Cth)*, Hunter United must comply with the Australian Privacy Principles and any relevant code registered under that law. You have the right to lodge a complaint if you believe Hunter United has breached the Australian Privacy Principles or a relevant code. For details on how you may complain about a breach and how Hunter United deals with complaints, please refer to Hunter United's Privacy Policy available on its website.

Please also refer to Hunter United's Privacy Policy for details on how you may access and seek correction of the personal information Hunter United holds about you.

If you would like a copy of your Hunter United's Privacy Policy, please contact your Hunter United or visit its website.

### 30. DEFINITIONS

**Additional Cardholder** means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.

**Annual Percentage Rate** means a per annum rate of interest that applies to Transactions occurring on your Card Account, with such rates being specified in the Credit Card Schedule, which could include separate rates of interest for separate categories of Transactions (for example, Balance Transfers).

**AML Legislation** means the *Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth)* and its associated rules, regulatory guides and regulations.

**ATM** means an automated teller machine.

**Balance Transfer** means an amount applied to your Card Account balance in accordance with your application to Hunter United to transfer to your Card Account any balance (or any part of the balance) of a credit card, store card or charge card that is held with another credit provider.

**BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.

**BPAY Payment** means a payment Hunter United is instructed by you to make on your behalf to a biller through the BPAY Scheme.

**BPAY Scheme** means an electronic payments scheme through which you can ask Hunter United to make payments on your behalf to the biller. This service is only available while Hunter United is a member of the BPAY scheme.

**Card Account** means the account you have with Hunter United to which you may obtain access by use of the Visa Credit Card or Visa Credit Card Number.

**Cash Advance** means:

- (a) each amount of cash supplied by use of a Visa Credit Card or by any other operation of your Card Account (including cash drawn from use of an ATM or cash withdrawn by visiting a financial institution);
- (b) any transaction that you make where you use the Visa Credit Card to receive from a merchant a cash substitute (including the purchase of gambling chips or tokens, traveller's cheques or money orders or the loading of value onto a stored value card or facility (such as gift cards and prepaid products));
- (c) any transaction that you make where you use the Visa Credit Card to pay bills through a third party where the merchant does not accept credit card payments;
- (d) any transaction that you make to pay bills over the counter at a financial institution or Australia Post outlet; or
- (e) any transaction that you make where you use the Visa Credit Card to transfer, or arrange the transfer of funds from your Card Account to another account.

Merchants enter into an agreement with their relevant financial institution which enables the merchants to accept payment for goods or services by credit card. Hunter United as the issuer of the Visa Credit Card is only able to determine whether to treat a transaction that you make with a relevant merchant as either a Purchase or Cash Advance based on the information provided by the relevant merchant's financial institution. Accordingly, certain transactions that you undertake with a merchant may be treated as a Cash Advance, even if such a transaction does not fall within one of the categories specified above. This commonly occurs with newsagencies or other merchants that sell lottery tickets or gaming products. Refer to section 18 in respect of adjusting the Card Account balance for such errors.

**Closing Balance** means the amount shown on a Credit Card Statement as the closing balance for that relevant Credit Card Statement, and is the amount that you owe to Hunter United on the last day of the relevant statement period.

**Credit Card Schedule** means the Credit Card Schedule that was originally given to you when your credit card application was approved and includes any Credit Card Schedule replacing an earlier Credit Card Schedule.

**Credit Contract** means the agreement between you and Hunter United for the provision of your Visa Credit Card (and any associated facilities that you receive or request from Hunter United, such as internet and telephone banking facilities, direct entry facilities and BPAY facilities). Your Credit Contract consists of these Conditions of Use and the Credit Card Schedule.

**Credit Limit** is the amount described as such in the Credit Card Schedule, which applies to your Card Account.

**Credit Card Statement** means the statement of account that Hunter United provides to you in accordance with these Conditions of Use.

**Daily Percentage Rate** means the rate determined by dividing the relevant Annual Percentage Rate by 365.

**Direct Debit Request** means a written document in which you authorise and request Hunter United to debit amounts from an external bank account you nominate.

**eftpos** means electronic funds transfer at point of sale.

**Electronic Banking Terminal** means an ATM or eftpos device.

**Expiry Date** means the expiry date printed on the front of the Visa Credit Card.

**Hunter United** means the entity that issued to you your Visa Credit Card.

**Floor Limit** means an amount above which a payment using an eftpos device requires approval by Hunter United in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

**Non-Cash Advances** means Purchases, BPAY Payments, government fees and charges, any interest that has accrued on the Card Account, Hunter United's fees and charges and any enforcement expenses that are debited from your Card Account balance (which increases the balance owing).

**PIN** means the secret personal identification number relating to a Visa Credit Card.

**Purchase** means each amount charged by the supplier for the supply of any goods or services purchased by the use of a Visa Credit Card on your Card Account or any other operation of your Card Account (other than a Cash Advance or Balance Transfer).

**Primary Cardholder** means the person who opens the Card Account with Hunter United and is responsible (in the first instance) for all Transactions made on the Card Account, including Transactions that are made by any Additional Cardholder.

**Special Promotion** means a reduced rate of interest or interest-free days or other special terms that Hunter United may apply from time to time to certain categories of Transactions. The details of any Special Promotion will be advised to you in writing.

**Transaction** means a Purchase, Cash Advance or Balance Transfer.

**Unpaid Daily Balance** means, at any time, the excess of all amounts debited (which increases the balance owing) from your Card Account over all amounts credited to your Card Account (which reduces the balance owing) 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.

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 6 above.

**Visa** means Visa Worldwide PTE. Limited.

**Visa Credit Card** means a Visa Credit Card issued to you pursuant to the Credit Contract (and includes all Visa Credit Cards issued to any Additional Cardholder as per the Primary Cardholder's request).

**Visa Credit Card Number** means the unique number assigned by Hunter United to each Visa Credit Card and which shall be recorded on that Visa Credit Card.

**Visa payWave** refers to the contactless method by which a Visa Credit Card may be used to complete a Transaction by waving the Visa Credit Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

**"you" or "You"** means the Primary Cardholder.

### 31. INTERPRETATION

For the purposes of these Conditions of Use:

**"day"** means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

**"business day"** means any day Hunter United is normally open for business.

A reference to:

- one gender includes the other gender;

- the singular includes the plural and the plural includes the singular; and
- any dollar amount is an Australian dollar amount.

## INFORMATION STATEMENT

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

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

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

### The contract

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

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

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

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

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

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

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

#### 3 Can I terminate the contract?

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example —

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

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

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

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

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Hunter United's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at 1300 780808.

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

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

## General

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

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

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

### 12 Can my credit provider take action against me?

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

### 13 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT 1300 780808. EMAIL POST TO :-**

**Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne VIC 3001  
(Australia)**

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