

PC Visa Credit Card

Information Statement

Credit Card Contract Terms

Credit Card Conditions of Use

Cash Back Rewards Terms and Conditions

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STATUTORY INFORMATION POLICE CREDIT IS REQUIRED TO GIVE YOU

Notice: Police Credit is required to give you this information under the Consumer Credit Code.

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 your credit provider and, if you still have concerns, contact your Government Consumer Agency, or get legal advice.

THE CONTRACT

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

Your credit provider must give you a pre-contractual statement containing certain information about your contract. The pre-contractual 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 could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

GENERAL

15. 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, for example:

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

16. What if my credit provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

17. 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 your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

18. 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 doubts, or want more information, contact your government consumer agency or get legal advice. Please keep this information statement. You may want some information from it at a later date.

Credit Card Contract Terms

INFORMATION ABOUT THE CREDIT UNION CODE OF PRACTICE

The relevant provisions of the Credit Union Code of Practice apply to this credit card contract.

The Credit Union Code of Practice requires us to give you information about the current interest rate (the annual percentage rate) and current fees and charges applying to your credit card contract whenever you request it.

1. Credit Card Contract

These Terms, together with the Schedule and Visa Credit Card Conditions of Use compromise your Credit Card Contract.

2. Definitions and Interpretation

In these Terms:

2.1 Account Balance means the difference between all amounts credited and all amounts debited to your Card Account.

2.2 Card Account means the account or accounts we establish in your name for the purpose of this credit contract.

2.3 Cash Advance means any transaction treated by us as a cash advance, including where you:

- Draw cash or a cash substitute (e.g. a bank cheque, credit union cheque, traveller's cheque or money order) from an automatic teller machine, financial institution or merchant; or
- Transfer or arrange for the transfer of funds from your credit card account to another account, including auto transfer and direct debit.

2.4 Clause means clause of these Terms;

2.5 Closing Balance means the balance shown and described as such on a statement of account.

- 2.6 Credit Card Contract** means the contract you make or have made with us, which comprises:
- The Visa Credit Card Conditions of Use
 - The Credit Card Schedule,
 - These Credit Card Contract Terms
- 2.7 Credit Card Facility** means the credit facility provided or to be provided to you under this credit card contract.
- 2.8 Party** means a party to this credit card contract includes that party's successors and permitted assigns.
- 2.9 Purchases** has the meaning given to it on clause 3 of these terms.
- 2.10 Schedule** means a reference to the Credit Card Schedule.
- 2.11 Terms** means the credit card contract terms contained in this part of the booklet.
- 2.12 PC Visa Credit Card Conditions of Use** means the conditions appearing under that heading in this booklet.
- 2.13 We** or **us** or **our** means Police Credit.
- 2.14 You** means the borrower/s who is, or one of whom is, the primary cardholder.
- 2.15** Headings are for convenience only and do not affect the interpretation of the Terms;
- 2.16** Other parts of speech and grammatical forms of a word or phrase defined in this credit card contract have a corresponding meaning;
- 2.17** Words and phrases have the same meaning as in the Schedule;
- 2.18** Words and phrases have the same meaning as in the Consumer Credit Code;
- 2.19** Words importing the singular include the plural and vice versa;
- 2.20** Words importing a gender include any gender;

3. What You Owe Us

3.1 We can debit to your card account with amounts for:

- (a) purchase (the price of goods and services obtained from a merchant, mail, electronic and telephone orders) charged to your card account;
- (b) cash advances charged to your card account;
- (c) interest charges (see clauses 6 and 7);
- (d) fees and charges (see clause 8);
- (e) enforcement expenses (see clause 16); and
- (f) other transactions for which you are responsible.

3.2 Once we debit an amount to your card account, you owe us that amount.

4. Credit Limit

4.1 We agree to make available to you credit up to the credit limit.

4.2 You must keep your card account balance within your credit limit.

4.3 If the debit balance of your card account exceeds your credit limit, you must immediately pay us the amount by which it exceeds the limit. We need not ask you for it first. This payment obligation is in addition to your normal repayment obligation (see clause 5).

4.4 We may reduce or cancel your credit limit as we choose. If we do so and you are not in default under this credit card contract, we will tell you in writing.

4.5 Your credit limit does not change merely because we debit an amount to your card account which takes your account balance over your credit limit.

5. Repayments

5.1 You must take the minimum repayments in accordance with the Schedule. However, this is subject to other terms of the credit card contract.

5.2 If you are liable to us under two or more loans or credit card accounts and do not tell us to which account we are to credit any repayment, we may credit the repayment to this account or any of the other loan or credit card account as we choose.

5.3 We may apply any payment or other credit we receive to any amount you owe under this credit card contract in any order we choose. We currently apply payments in the following order, but may change that order at any time:

- (a) cash advances shown on a statement of account prior to the latest statement of account;
- (b) purchases shown on a statement of account prior to the latest statement of account;
- (c) cash advances shown on the latest statement of account;
- (d) purchases shown on the latest statement of account;
- (e) interest and any fees and charges which have appeared on a statement of account;
- (f) cash advances not yet shown on any statement of account issued;
- (g) purchases not yet shown on any statement of account issued;
- (h) interest in any fees and charges not yet shown on any statement of account issued, and
- (i) then in any order we choose.

5.4 If you:

- (a) do not make a repayment when due; or
- (b) make a partial payment,

we may transfer the balance of the amount of the repayment from any savings accounts you have with us.

5.5 If we don't receive value for a cheque, payment order or direct credit, we may:

- (a) reverse the credit; and
- (b) charge you interest or default interest; and
- (c) exercise any right or remedy under this contract;

as if the payment had never been.

6. Calculating and Debiting Interest Charges

6.1 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365 days. In calculating interest charges where your credit card facility has an interest free period we distinguish between transactions on your card account which relate to purchases and those which do not.

6.2 Subject to clause 6.3, we debit interest charges to your card account monthly, usually on the last day of the statement cycle and we will debit interest accrued, but not yet debited, when you or we cancel your credit card facility.

6.3 Where the schedule states that your credit card facility has an interest free period, then for transactions which are in the nature of purchases and appear on a statement of account ("current statement"), we will not debit interest to your card account in respect to those purchases provided:

- (a) you paid the entire closing balance of the statement of account which issued immediately prior to the current statement in full by the due date specified on that statement, and
- (b) you pay the entire closing balance of the current statement in full by the due date specified on the current statement.

7. Calculating Default Interest Charges

7.1 This Clause only applies if a Default Rate of Interest is specified in the Schedule.

7.2 If you do not make a payment when due, you must pay us default interest as well as interest.

7.3 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage. The daily percentage rate is the Default Rate divided by 365 days.

7.4 We will debit default interest each month, usually on the last day of each statement period, and we will debit default interest on the day you pay the balance of the account.

8. Credit Fees and Charges

8.1 You must pay to us credit fees and charges set out in the schedule; and any of our other standard fees and charges that apply from time to time.

8.2 We can debit these fees and charges to your card account and they are payable after that date as part of your account balance.

9. Statements of Account

9.1 We send you statements of account monthly (not always on the same day of each month) unless the law says that we do not have to do so. The period covered by a statement of account is known as the "statement period" or "statement cycle".

9.2 Statements of account show all amounts credited or debited to your card account during the statement period.

9.3 All amounts shown on the statements of account are expressed in Australian dollars.

9.4 You should check the entries on each statement of account carefully and promptly report any error or unauthorised transaction to us before the due date shown on that statement of account.

10. Variation of Annual Percentage Rate

10.1 We may vary the Annual Percentage rate at any time.

10.2 If the variation increases your obligations, we must notify you on or before the day the increase takes effect by:

- (a) publishing a notice in a newspaper and sending you notification in your next statement of account; or
- (b) giving you written notice.

11. Variations of Interest Calculations

11.1 We may vary how we calculate interest or how often we debit interest.

11.2 If the variation increases your obligations, we must give you written notice at least 20 days before the increase takes place.

12. Variation of Credit Fees and Charges

12.1 We may:

- (a) vary the amount of any Credit Fee or Charge;
- (b) add a new credit fee or charge (which is a Credit Fee or Charge);
- (c) vary the method of calculating any Credit Fee or Charge; or
- (d) vary the time or frequency of payment for any Credit Fee or Charge.

12.2 If the variation increases your obligations, we must notify you 20 days before the increase takes effect by:

- (a) publishing a notice in a newspaper and sending you notification in your next statement of account; or
- (b) giving you written notice.

12.3 If a variation does not increase your obligations, we will notify you in your next statement account.

13. Variation of Repayments

13.1 We may vary:

- (a) the amount, frequency or time of repayments;

- (b) the method of calculating the minimum repayment, or
- (c) the method and/or order of application of repayments.

13.2 If any of these variations increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

13.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

14. Other Variations

14.1 We may vary these Terms:

- (a) when the Schedule does not state a Default Rate of Interest – to add a Default Rate of Interest to calculate Default Interest Charges under Clause 7; or
- (b) to increase or decrease the Default Rate of Interest specified in the Schedule.

14.2 If any of these variations increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

14.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

15. Default

15.1 You are in default under this Credit Card Contract if:

- (a) you exceed the Credit Limit;
- (b) you do not make a repayment in full by the date it is due;
- (c) you or any additional card holder breach any term of this credit card contract;
- (d) you become a bankrupt;
- (e) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or
- (f) you are required to be a member and you cease to be a member of the Credit Union.

15.2 If you are in default, we may send you a default notice. The notice will tell you:

- (a) what the default is;
- (b) what you have to do to remedy the default; and
- (c) that you will have at least 30 days from the date of the notice to remedy the default.

15.3 If you do not comply with the default notice, you become liable to pay us the balance owing immediately.

15.4 If you fail to do anything that this credit card contract requires you to do, we may:

- (a) do the thing as required;
- (b) do it in your name; and
- (c) do it at your expense and debit your card account for that expense.

16. Enforcement Expenses

16.1 If you are in default under this credit contract, we may charge you enforcement expenses. We may debit these to your account.

16.2 An enforcement expense includes an expense for doing any of the following under this credit card contract:

- (a) enforcing any right we have;
- (b) attempting to enforce any right;
- (c) performing any of your obligations under this loan contract in accordance with Clause 15.4;
- (d) protecting any right;
- (e) waiving any right;
- (f) contemplating the enforcement of any right;
- (g) sending an arrears letter or default notice before commencing enforcement proceedings.

16.3 An enforcement expense also includes any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this credit card contract.

17. Balance Transfers

If you have given notice to Police Credit that you wish to transfer your existing Credit Card balance (or part thereof) to your PC Visa Credit Card.

A Balance Transfer is when an amount owing on another Australian issued credit card is transferred to a Police Credit credit card account following the submission and approval of the account holder's request to do so.

You acknowledge that:

- Police Credit may accept balance transfers of \$100 or more from credit cards issued by banks, other financial institutions and/or store cards.
- Only the account holder(s) (the Primary Cardholder(s)) of the account balance being transferred can request a balance transfer to a Police Credit credit card account.
- A Balance Transfer and (if applicable) account closure request will only be processed once you activate your PC Visa Credit Card. Payments to nominated credit/store card issuer(s) will usually be made within 14 business days of Police Credit receiving a balance transfer request.
- Police Credit is not responsible for any delays in processing a request.
- Until the balance is transferred, you must continue to make payments on the nominated account(s) in accordance with the terms and conditions of those accounts.
- You are also responsible for paying any remaining balance, interest, fees and charges after the transfer. If the balance transfer is processed, it will appear on the next statement of account.
- Police Credit reserves the right to refuse a Balance Transfer for any reason, including but not limited to:
 - the balance requested to be transferred relates to other Police Credit loans or overdrafts

- the balance requested to be transferred relates to credit cards and/or store cards issued outside Australia
 - the balance transfer will result in the balance of the Card Account reaching or exceeding 95% of its credit limit;
 - you are in default of the PC Visa Credit Card Conditions of Use;
 - if the credit and/or store card account(s) from which you wish to transfer a balance(s) is/are in default at the time Police Credit receives this application.
 - if the amount you wish to transfer will cause you to exceed the approved credit limit on your Card Account, Police Credit may only transfer such amount so that the card account will reach 95% of its credit limit
- Police Credit will treat each balance transfer through the BPAY® facility as a retail purchase
 - Police Credit will treat other balance transfers as cash advances
 - Interest will be applied to the amount of the Balance Transfer starting from the date the balance transfer request is processed where there is no interest free period for balance transfers, ie where the Balance Transfer is treated as a Cash Advance.

18. Miscellaneous Matters

18.1 Taxes and Expenses

We may debit your card account for any government tax or stamp duty.

18.2 Payment on a Business Day

If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the preceding business day.

18.3 Payment by Close of Business

A payment due on a day is due by close of business on that day or the immediately preceding

business day, where that day is not a business day. We will notify you of the time of day we specify as the close of business.

18.4 Assignment

We may assign any of our rights under this credit card contract. We do not need your consent to do so.

18.5 Information is Correct

You represent and warrant that all information, representations and documents that you, or any person acting on your behalf, give us about your credit card application are true and correct.

18.6 Waiver

A waiver of any of our rights under this credit card contract does not occur unless we give it to you in writing.

18.7 Severability

If any part of this credit card contract is invalid, unenforceable or in breach of the Consumer Credit Code, it is not included in this credit card contract. The remainder of this credit card contract continues in full force and effect.

19. Inconsistency and Codes of Practice

19.1 The Schedule, the Credit Contract Terms and the PC Visa Credit Card Conditions of Use set out the entire agreement between you and us. They override any representations made by us before you entered into the contract.

19.2 Subject Clause 19.3, if there is any conflict or inconsistency between the Schedule, the Terms and the PC Visa Credit Card Conditions of Use, those documents will prevail in that order to the extent of the inconsistency.

19.3 Where the PC Visa Credit Card Conditions of Use contain a provision which gives effect to a requirement of the Electronic Funds Transfer Code of Conduct and other parts of the credit card contract are inconsistent with that provision, that provision shall prevail.

PC Visa Credit Card Conditions of Use

Before You Use Your Police Association Credit Co-Operative Limited ABN 33 087 651 661 (Police Credit) Visa Credit Card.

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of Police Credit Visa Credit Card (PC Visa Credit Card) and a Personal Identification Number (PIN); and
- all other transactions (including telephone transactions, internet transactions and manually processed transactions initiated by you by the combined use of your PC Visa Credit Card and your signature) effected with the use of your PC Visa Credit Card.

If you fail to properly safeguard your PC Visa Credit Card and PIN you may increase your liability for unauthorised use.

Your signing of a PC Visa Credit Card application form or first use of the PC Visa Credit Card will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Police Credit BEFORE signing the application or using your PC Visa Credit Card.

Important Points to Remember to Safeguard Your Account

- sign your PC Visa Credit Card immediately you receive it;
- memorise your PIN and never store it with or near your PC Visa Credit Card;
- never write your PIN on your PC Visa Credit Card;
- never lend your PC Visa Credit Card to anyone;
- never tell anyone your PIN;
- 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 PC Visa Credit Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your PC Visa Credit Card during business hours to **Police Credit or outside of business hours, VISA CARD 24 hour EMERGENCY HOTLINE on Free Call – 1800 224 004**;
- keep a record of the **VISA CARD 24 hour 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 date of expiry, destroy your PC Visa Credit Card by cutting it diagonally in half.

1. Introduction

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

These Conditions of Use apply to the Primary Cardholder, any Additional Cardholder(s) and to all transactions involving the use of your PC Visa Credit Card or PC Visa Credit Card details.

Generally speaking, these Conditions of Use apply to PC Visa Credit Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. However, they will also apply if you use your PC Visa Credit Card without a PIN. If your PC Visa Credit Card is used without a PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. The exception to this condition is when a transaction is effected by telephone or the Internet, in which event no transaction receipt will be necessary to evidence the transaction.

Police Credit may attach other services to the PC Visa Credit Card by providing notice to you in writing.

Any other separate conditions of use (expressed or implied) applicable to a linked account or other services offered by Police Credit and accessible by your PC Visa Credit Card (such as BPAY® or internet banking facilities) will continue to apply to you and transactions involving the use of your PC Visa Credit Card or details of that card.

If there is any inconsistency between these Conditions of Use and any other conditions of use, these Conditions of Use shall prevail.

Your first transaction on the Card Account will be taken as your agreement to comply with these Conditions of Use. In accepting your PC Visa Credit Card from Police Credit you acknowledge that you have read, and understand, these Conditions of Use.

If you do not understand something in these Conditions of Use, please contact Police Credit on 13 63 73.

2. Application of Codes

Police Credit warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct ("**EFT Code**") as established by the Australian Securities and Investments Commission.

The provisions of any industry code of practice such as the Credit Union Code of Practice also apply to the use of your PC Visa Credit Card if Police Credit has agreed to be bound by an industry code of practice.

You can obtain copies of the EFT Code or other relevant codes by contacting Police Credit.

3. Signing Your Visa Card

You agree to sign your PC Visa Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your PC Visa Credit Card is valid only if it has been signed by you and if it is used within the "valid from" and "good thru" dates or before the expiry date.

You must destroy any PC Visa Credit Card that is no longer valid by immediately cutting it diagonally in half and disposing of it securely.

4. Personal Identification Number (PIN) Secrecy

You agree that:

- You will not record your PIN on your PC Visa Credit Card or on anything with or near your PC Visa Credit Card;
- You will not tell anyone your PIN or let anyone see it;
- You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- If you think that your PIN has become known to someone else, you will notify Police Credit immediately.

5. Reporting the Loss or Theft of Your Visa Card

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

During Normal Business Hours, Monday to Friday 8am to 5pm

Contact Police Credit on 13 63 73; or

Outside Normal Business Hours

Contact the Australia wide VISA CARD 24 hour EMERGENCY HOTLINE **Free Call – 1800 224 004.**

While overseas, contact VISA International Card 24 hour Emergency Hotline:

- **+61 2 9959 7686; or 1 410 581 9994**
 - other country specific numbers can be obtained from Police Credit.
 - 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 Police Credit, as soon as you can, that you have made a report to the VISA Credit Card 24 hour Emergency Hotline.

If the VISA Credit Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of Police Credit, but only if you notify the VISA Credit Card Emergency Hotline within a reasonable time after it becomes operative.

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 the card with Police Credit by telephone or priority paid mail as soon as possible.

6. Using Your Visa Card

Police Credit will advise you:

- what transactions your PC 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 order transactions you may carry out with your PC Visa Credit Card by quoting your PC Visa Credit Card number.

You may only use your PC Visa Credit Card to perform transactions on your Card Account authorised by Police Credit that are linked to your PC Visa Credit Card.

Your Police Credit Card may be used for these types of EFT transactions:

- cash withdrawals at most ATMs throughout Australia;
- cash withdrawals at ATMs internationally displaying the Visa logo;
- paying merchants displaying the 'Visa' logo throughout Australia and internationally
- paying accounts remotely such as by telephone, mail or Internet.

Police Credit will debit your Card Account with the value of all transactions carried out using your PC Visa Credit Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected, with your express or implied authority, by mail, Internet or telephone and all sales and cash advance vouchers and with any other amounts due under these Conditions of Use.

If your Card Account is in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on that accounts.

Transactions will not necessarily be processed to your Card Account on the same day they occur.

You will continue to be liable to Police Credit for the value of any debit transaction occurring after you have closed your Card Account or after you have resigned from membership of Police Credit.

You must not use your PC 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 PC Visa Credit Card is used or where the goods or services are provided.

7. Using Your Visa Card Outside Australia

When you use your PC Visa Credit Card outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse Police Credit for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your PC Visa Credit Card will be debited to your Card Account in Australian dollars. The conversion to Australian dollars will be as at the date Visa International Services Association processes the charges, purchases and cash advances. VISA International Services Association determines the conversion rate used. By using your PC Visa Credit Card outside Australia, you agree that information regarding the transaction may be processed outside Australia.

8. Transaction Limits

You agree that you will NOT use your PC Visa Credit Card to:

- overdraw the balance of your Card Account; or
- exceed the unused portion of your credit limit of your Card Account.

Police Credit:

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- may include transactions on Card Account in calculating your transaction limits;
- will advise you of the daily transaction limits at the time you apply for your PC Visa Credit Card and any subsequent changes to those limit.

Police Credit's daily withdrawal limit at Electronic Banking Terminals is \$1,000.00.

Please note, merchants offering EFTPoS facilities have the right to impose conditions on the use of such facilities. Police Credit accepts no responsibility for any such conditions. When you press the credit button at an EFTPoS terminal, you cannot withdraw cash.

9. Authorisations

You:

- acknowledge that Police Credit has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that Police Credit will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Police Credit's refusal to authorise any transaction.

10. Deposits and Payments

For the purposes of calculating interest, any deposits or payments made by you will not be treated as having been made until the date of which the deposit or payment is actually credited to your Card Account in the ordinary course of business.

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

You will not be able to make a deposit to a Police Credit Card Account at an Electronic Banking Terminal.

Your payment obligations are as determined in your credit contract with Police Credit.

11. Additional Cards

You may apply to Police Credit to issue an additional PC Visa Credit Card to someone else you nominate (your nominee).

You will be liable for all transactions carried out by your nominee on an additional PC Visa Credit Card.

Your nominee's use of the additional PC Visa Credit Card is governed by these Conditions of Use.

12. Renewal of Your Visa Card

Police Credit will forward to you and any Additional Cardholder a replacement PC Visa Credit Card before the expiry date of your current PC Visa Credit Card or additional PC Visa Credit Card.

If you do not require a replacement PC Visa Credit Card, either for yourself or an Additional Cardholder, you must notify Police Credit before the expiration date of your current PC Visa Credit Card. You must give Police Credit a reasonable time to arrange cancellation or the issue of a replacement PC Visa Credit Card.

Police Credit may issue a new card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use. Typically Police Credit will do this in circumstances where it considers that the security of the card or PIN may have been compromised. Police Credit reserves the right to not reissue a card.

13. Cancellation and Return of Your Visa Card

The PC Visa Credit Card always remains the property of Police Credit.

Police Credit may:

- (1) demand the return of the PC Visa Credit Card issued to you and your nominee at any time:
 - for security reasons; or
 - if you breach these Conditions of Use or the terms and conditions of the Card Account; or
- (2) capture the PC Visa Credit Card at any Electronic Banking Terminal.

You may cancel your PC Visa Credit Card or your Additional Cardholder's PC Visa Credit Card at any time by giving Police Credit written notice. Cancellation of a card may not be effective until the card is returned to Police Credit.

You must return your PC Visa Credit Card and any PC Visa Credit Card issued to an Additional Cardholder to Police Credit when:

- Police Credit notifies you that it has cancelled your PC Visa Credit Card;
- you close your Card Account;
- you cease to be a member of Police Credit
- you cancel your PC Visa Credit Card, any additional PC Visa Credit Card issued to an Additional Cardholder or both;

- your Card Account is closed, cancelled or terminated for any reason;
- you alter the authorities governing the use of your Card Account unless Police Credit agrees otherwise; or
- Police Credit requests that it be returned for any other reason.

Police Credit may terminate your Card Account if you have not complied with these Conditions of Use or if you have given false information that has caused them to open the Card Account.

In the event that your Card Account is closed you agree:

- to return your PC Visa Credit Card and any additional cards as required above;
- that you will not be able to access your Card Account with your PC Visa Credit Card or any additional cards; and
- to cancel any periodical payment arrangements which are linked to the Card Account.

Where the Card Account has been cancelled by you or Police Credit you must continue to make at least the minimum repayment each month until the balance of the Card Account is paid in full. Fees, charges and interest will continue to be debited to the Card Account.

Where the Card Account has been terminated, you must immediately pay Police Credit the full balance of the Card Account, including (where applicable) any amount reasonably expended by us in collecting payments.

You will remain liable for transactions debited to the Card Account made prior to termination or cancellation. You will also be liable for standing order authority transactions not cancelled by you prior to termination or cancellation of the Card Account.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of Police Credit's staff and facilities, in the event of a breach of the Credit Card Contract.

14. Conditions after Cancellation or Expiry of Your PC Visa Credit Card

You must not use your PC Visa Credit Card or allow your nominee to use his or her additional PC Visa Credit Card:

- before the "valid from" date or after the "good thru" date shown on the face of the PC Visa Credit Card; or
- after the PC Visa Credit Card has been cancelled.

You will continue to be liable to reimburse Police Credit for any indebtedness incurred through such use, whether or not you have closed your Card Account at Police Credit.

If your PC Visa Credit Card or an additional card is cancelled by Police Credit, you must continue to make at least the minimum payment each month until the balance of the Card Account has been paid in full. Fees, charges and interest charges will continue to be debited to the your Card Account.

If you terminate your Card Account, you must immediately pay Police Credit the full balance of the Card Account, including (where applicable) any amount reasonably expended by Police Credit in collecting payments.

You remain liable for transactions debited to your Card Account made prior to termination. You will also remain liable for standing order authority transactions not cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the Internet.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by use of Police Credit's staff and facilities, in the event of a breach of the Credit Card Contract.

15. Your Liability in Case Your Visa Card is Lost or Stolen or in the Case of Unauthorised Use

- (1) You are not liable for any unauthorised use of your PC Visa Credit Card:
 - (a) in relation to a transaction evidenced by a sales or cash advance voucher, before you have actually received your PC Visa Credit Card;
 - (b) in relation to a transaction at an Electronic Banking Terminal, before you have actually received your PIN;
 - (c) after you have reported it lost or stolen under paragraph 5; and
 - (d) if you did not contribute to any unauthorised use of your PC Visa Credit Card.
- (2) For the purpose of paragraph 15(1)(d) you will be taken to have contributed to any loss caused by unauthorised use of your PC Visa Credit Card if:
 - (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your PC Visa Credit Card being lost or stolen or of any unauthorised use of your card;
 - (b) in relation to transactions carried out at Electronic Banking Terminals, you;
 - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
 - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (iii) write or indicate your PIN on your PC Visa Credit Card;

- (iv) write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your PC Visa Credit Card or likely to be lost or stolen at the same time as your PC Visa Credit Card;
 - (v) allow anyone else to use your PC Visa Credit Card;
 - (vi) unreasonably delay notification of:
 - (A) your PC Visa Credit Card or PIN record being lost or stolen;
 - (B) unauthorised use of your PC Visa Credit Card; or
 - (C) the fact that someone else knows your PIN; or
 - (vii) engage in fraud.
- (3) If you are taken to have contributed to the unauthorised use of your PC Visa Credit Card under paragraph 15(2), 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); or
 - (c) in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your PC Visa Credit Card, up to and including the day you make your report.
- (4) In determining liability under paragraph 15(3)(c):
- (a) where your PC 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.
- (5) Where a code or 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 PC Visa Credit Card, your liability will be the lesser of:
 - (a) \$150;
 - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility) or
 - (c) the actual loss at the time Police Credit is notified of the loss or theft of your PC Visa Credit Card.
- (6) In determining your liability under paragraph 15(5):
 - (a) Police Credit will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
 - (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.
- (7) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code. The guidelines set out at the beginning of these Conditions of Use to safeguard your account, are the minimum suggested security measures you should take.
- (8) If unauthorised transactions occur as a direct or indirect result of your failure to safeguard a Card or to report the loss, theft or unauthorised use of the PC Visa Credit Card, you indemnify Police Credit for any loss occasioned as a result of such transactions subject to any application limitation of liability in the EFT Code or these Conditions of Use and Police Credit is authorised to debit your Card Account for the amount of such transactions.

16. 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 Police Credit. If you suspect a fraudulent transaction or believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Police Credit or Visa Credit Card Emergency Hotline as explained in paragraph 5. As soon as possible, you must also provide Police Credit the following:

- your name and address, account number and PC Visa Credit Card number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account 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;
- other users authorised to operate the account; and
- details of whether your PC Visa Credit Card is signed and your PIN secure.

If Police Credit is unable to settle your complaint immediately to your satisfaction, 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 these further relevant details from you, Police Credit 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.

Where an investigation continues beyond 45 days, Police Credit will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Police Credit is waiting for a response from you and you have been advised that Police Credit requires such a response.

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

If:

- (1) Police Credit is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter can be heard under the scheme if Police Credit does not give a final decision on the matter within a specified time.

Police Credit will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Police Credit 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 EFT Code of Conduct; and any other industry code of practice to which it is bound by;
- advise you of any adjustments it has made to your 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 Police Credit's decision, including the right to request that the decision be reviewed by Police Credit's senior management.

If Police Credit decides that you are liable for all or any part of a loss arising out of unauthorised use of your PC 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 complained of.

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

17. Visa Zero Liability

In addition to the limits placed on your liability pursuant to the EFT Code and described in clause 15, Visa's scheme rules provide that Police Credit shall limit your liability to nil in the following circumstances:

- (1) The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, lost or stolen PC Visa Credit Card by you to Police Credit;
- (2) You have not contributed to any loss caused by unauthorised use of your PC Visa Credit Card as described in clause 15 (2) of the Conditions of Use; and
- (3) You have provided all reasonably requested documentation to Police Credit, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Police Credit will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

1. you having provided all reasonably requested information to Police Credit;
2. you are not otherwise in default or have breached these Conditions of Use;

3. your Card Account is not in arrears, other than as a result of the unauthorised transactions;
4. Police Credit has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
 - (a) the conduct of the Card Account;
 - (b) the nature and circumstances surrounding the unauthorised transactions; and
 - (c) any delay in notifying Police Credit of the unauthorised transactions.

Any refund is conditional upon the final outcome of Police Credit's investigation of the matter and may be withdrawn by Police Credit where it considers that this provision shall not apply as a result of that investigation. In the making any determination in respect of this provision, Police Credit will comply with the requirements of clause 16.

This provision shall not apply to any unauthorised transactions where you have failed to notify Police Credit of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

18. Malfunction

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Police Credit 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.

Police Credit will not be responsible if an Electronic Banking Terminal does not accept your instructions or your PC Visa Credit Card fails to work at the terminal.

Where an EFTPoS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your PC Visa Credit Card and sign a voucher. The voucher authorises Police Credit to debit your Card Account.

19. The Card Account

Police Credit will notify you in writing of the amount of credit that applies to the Card Account. This is called the “credit limit”.

Transactions made by you must not exceed the credit limit without Police Credit’s prior approval. The credit limit applies to the Card Account and therefore all transactions effected by your PC Visa Credit Card plus all additional cards must not exceed this limit.

If you exceed your credit limit, any amount in excess of that limit is immediately payable.

The minimum amount of any Cash Advance is \$20.00. Before any Cash Advance is processed, you may be asked to produce identification to the person making the Cash Advance satisfaction, including a passport if overseas.

The Card Account will be charged with, and the Primary Cardholder required to pay:

- The amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet;
- The amount of all Cash Advances;
- The fees and charges in accordance with paragraphs 21 and 23;
- The interest in accordance with paragraph 22.

20. Statements and Receipts

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

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Card Account statements. You should also check amounts indicated on any transaction voucher before signing it or any Electronic Banking Terminal before entering your PIN. By signing a voucher or entering your PIN you are indicating your agreement that the transaction amount is correct.

Police Credit will send you an account statement monthly or as otherwise required by any applicable legislation, the EFT Code, the CU Code or relevant industry code of practice. All amounts shown on the statement will be in Australian dollars.

You may request a copy of your account statement at any time, however, Police Credit may impose a fee for this service. Refer Fees and Charges brochure, available on request.

The date your 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 to make repayments to be made overseas. You should contact Police Credit 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

Police Credit reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards and Police Credit is irrevocably authorised to debit your Card Account with those fees.

The Card Account will be debited with an annual fee (where an annual fee is applicable) on your opening of the Card Account. The fee is then charged in subsequent years on or after the anniversary of the first transaction unless waived by Police Credit.

You will be advised by Police Credit of any applicable fees and charges at the time you apply for your PC Visa Credit Card.

Details of applicable fees and charges, including:

- card replacement fee for replacement cards issued in Australia and overseas;
- fee for emergency cash issues overseas;
- voucher production fee where you require production of a transaction voucher (this will be waived if the voucher establishes the transaction was not authorised);
- annual fee
- late payment fee
- over the counter cash and ATM withdrawal fees

are set out in Police Credit's Fees and Charges brochure, which is available on request.

22. Interest Charges

Interest charges on all transactions will be calculated and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement.

Information on current interest rates and fees applying to your PC Visa Credit Card are available on request from Police Credit.

Cash Advances and purchases outstanding at the beginning of a statement cycle and recorded during the statement cycle are separately assessed for interest charges.

The interest charged on Cash Advances is calculated from the date the transaction is debited to the Card Account (the "posting date") until the amount is paid in full.

The interest charged on purchases is calculated from the posting date until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period. Police Credit will advise you in writing of any interest free period and how that period effects the calculation of interest.

Police Credit shall advise you in writing of the method by which interest is calculated and charged to your Card Account. In the absence of any such notification, interest shall be calculated daily on the credit balance of the Card Account (less any amount still subject to an interest free period), at the rate specified by Police Credit, for each day of the statement cycle and credited to your Card Account on the last day of the statement cycle.

Police Credit shall advise you in writing of any interest free period applying to purchases and how it is determined. Unless specified otherwise by Police Credit, the interest free period:

- (1) shall be determined as starting from the posting date and ending on the last day of the statement cycle; and
- (2) shall lapse if you do not pay the entire closing balance, as shown in your statement, in full by the due date specified on the statement recording the purchase.

Failure to pay the full balance by the due date means interest shall be calculated on all purchases specified in the statement from their respective posting dates.

23. Government Fees and Charges

Police Credit reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your PC Visa Credit Card by any government or by any regulatory authority. Police Credit is also irrevocably authorised to debit your Card Account with those fees, charges, duties and taxes.

24. Payments

Unless otherwise advised by Police Credit in writing, the minimum payment required to be paid by the Primary Cardholder each month will be shown on the Card Account statement. The due date will be specified on the Card Account statement. You must pay at least the minimum payment shown on your statement by the due date.

Police Credit shall advise you in writing how it calculates the minimum payment required. In the absence of any such notification the minimum amount shall be calculated at 2.5% of the closing balance or \$20.00, whichever is the greater, plus all past due amounts from previous statements and any amount that exceeds the credit limit applying to your PC Visa Credit Card.

Unless otherwise advised by Police Credit in writing, all payments made to your Card Account will be applied in the following order:

- (1) government duties, taxes, charges or rates;
- (2) fees or charges;
- (3) interest charges;
- (4) Cash Advances shown on the statement;
- (5) purchases shown on the statement;
- (6) Cash Advances not shown on the statement;
- (7) purchases not shown on the statement;
- (8) fees and charges not shown on the statement; and
- (9) government duties, taxes, charges or rates not shown on the statement.

If you (being the Primary Cardholder) have money in any account with Police Credit (other than the Card Account) Police Credit can, but need not, use it to pay amounts owing under the Credit Card Contract.

To the maximum extent allowed by law, you give up any right to set off amounts Police Credit owes you against amounts you owe Police Credit under the Credit Card Contract. You must pay any amount owing by you under the Credit Card Contract without deducting amounts you claim are owing by Police Credit or any other person to you.

25. Changes to Conditions of Use

Police Credit reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your PC Visa Credit Card.

Police Credit will notify you in writing at least 30 days before the effective date of a change if it is going to:

- increase the interest rate that is applicable to your Card Account or its method of calculation or vary the interest free days available to you;
- change the statement cycle or vary or add any further fees or charges;
- vary the method of calculating the minimum repayment;
- impose or increase charges for transactions at Electronic Banking Terminals, or for issuing additional or replacement PC Visa Credit Cards;
- increase your liability for unauthorised use;
- adjust daily withdrawal limits.

Police Credit may elect to notify you of other changes (or where allowed by law, any of the above changes) either through:

- notices on, or sent with account statements;
- notices on Electronic Banking Terminals
- email
- internet banking
- sms or
- in branches; or
- press advertisements in newspapers circulating in your State or Territory.

In addition, in the last two cases, Police Credit will give you written advice of the changes at the time of your next account statement after the charge.

Written notice will not be given of a variation that is required by an immediate need for Police Credit to restore or maintain the security of its systems or your Card Account.

You will be taken to have received a written notice from Police Credit under this paragraph 25 in the due course of post, if it is mailed, to the last address for you known to Police Credit. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your PC Visa Credit Card after notification of any authorised changes, your use of your PC Visa Credit Card shall be subject to those changes.

26. Exclusion of Financial Institution Liability

The display on any premises of promotional material referring to VISA is in no way to be treated as a guarantee that your PC Visa Credit Card may be used in any Electronic Banking Terminal on those premises.

Police Credit bears no liability for any refusal of a merchant or agent to accept your PC Visa Credit Card.

Police Credit bears no liability for cancelling your PC Visa Credit Card or any Additional Card where it considers those cards may have been or could be used fraudulently.

Police Credit does not give any warranty for any goods or services obtained from a merchant or agent through the use of your PC Visa Credit Card. You acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

The existence of a complaint or dispute with any merchant shall not relieve you of the obligation to pay all charges due under these Conditions of Use to Police Credit.

You should always enquire before selecting goods or services if the merchant or agent occupying the premises will accept your PC Visa Credit Card.

27. Other General Conditions

These Conditions of Use govern your PC Visa Credit Card access to your Card Account at Police Credit. Each transaction on your Card Account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to your account, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the EFT Code or any relevant industry code of practice.

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

If your PC Visa Credit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the PC Visa Credit Card. If the Primary Cardholder constitutes more than one party, the liability of each such party shall be joint and several.

To protect against fraud, you cannot withdraw the value of deposited cheques until three business days after the deposit has been made. In certain circumstances Police Credit may extend this period. If you make drawings against a deposited cheque before it has been paid by the financial institution upon which it has been drawn, you agree that you must reimburse Police Credit if the cheque is subsequently dishonoured.

To protect itself and you against fraud, Police Credit may monitor your PC Visa Credit Card usage. If, in Police Credit's opinion your card is suspected of being used fraudulently (or could be), you authorise Police Credit to cancel your PC Visa Credit Card and any additional cards without notice to you, and you agree to hold harmless Police Credit for any loss or damage you or an Additional Cardholder may sustain as a result of your PC Visa Credit Card or any additional card being cancelled.

Unless otherwise stated in the Credit Card Contract, the laws of Victoria govern the Credit Card Contract.

You may not assign your rights under this contract to any other person. Police Credit may assign its rights or transfer the contract to another person. If Police Credit transfers or assigns the contract, the contract will apply to the transferee or assignee as if it were named as Police Credit.

If Police Credit fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. Police Credit may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

A certificate signed by an officer of Police Credit stating the balance of the Card Account is sufficient evidence of the amount of the Primary Cardholder's liability to Police Credit at the date of issuing the certificate.

You agree that Police Credit may engage agents to facilitate settlement of transactions you or Additional Cardholders create by using your PC Visa Credit Card and any additional cards and to monitor those transactions for fraud detection purposes. Where such agents are engaged, you agree that Police Credit may provide your personal information and transactional information to those agents, providing the agent agrees to hold such information confidentially and to only use it for the purpose in which it is given.

Police Credit may be able to arrange insurance to cover your repayments on the occurrence of certain events such as unemployment or sickness. In this event Police Credit is required by law to provide to you:

- the name of the insurer;
- the calculation of the premium;
- the coverage of the insurance; and
- any commissions payable.

28. 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.
- **ATM:** means an Automated Teller Machine.
- **Card Account:** means the account you have with Police Credit to which you may obtain access by use of the PC Visa Credit Card.
- **Credit Card Contract:** means the agreement between you and Police Credit for the provision of your PC Visa Credit Card and any associated facilities, including these Conditions of Use.
- **EFTPoS:** means Electronic funds transfer at point of sale.

- **Electronic Banking Terminal:** An ATM or EFTPoS device owned by Police Credit or included in an authorised interchange network.
- **Exchange Control:** The central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.
- **Non-EFT Transaction:** means any transaction which is processed without you using your PIN.
- **PC Visa Credit Card:** means a Visa credit card issued pursuant to the Credit Card Contract.
- **PIN:** means the secret personal identification number relating to a PC Visa Credit Card.
- **Police Credit:** means Police Association Credit Co-operative Limited ABN 33 087 651 661 being the financial institution with which you hold your Card Account at.
- **Primary Cardholder:** means the person who opens the Card Account.
- **Visa:** means Visa International Inc.
- **You:** means the Primary Cardholder.

29. 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 Police Credit 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.

Cash Back Rewards

Terms and Conditions

These terms and conditions apply to you if you are an individual and the holder of a PC Gold credit card account issued by Police Association Credit Co-operative Limited ABN 33 087 651 661 whose principal place of business and registered office is at 121 Cardigan Street Carlton Vic 3053.

Companies, partnerships, trusts, associations and government agencies are excluded from participating in the Cash Back Rewards program.

These terms and conditions explain how you can earn Rewards by using your Credit Card. These terms and conditions are separate from and in addition to the terms and conditions / conditions of use of your Credit Card which are set out in the 'Visa Credit Card Conditions of Use'. Please take the time to read these Terms and Conditions carefully.

Membership of this program is offered at the discretion of Police Credit and there is no fee to participate in the program.

1. When you are bound by these terms and conditions

You are to be bound by these terms and conditions as soon as you or any additional cardholder first use the Credit Card in accordance with the Account's terms and conditions. It is your responsibility to read and understand these terms and conditions prior to you or an additional cardholder using your Credit Card.

2. Earning Rewards

Once these terms and conditions become effective the account holder is able to earn Rewards in accordance with these terms and conditions. Additional cardholders do not earn Rewards in their own right but may accumulate Rewards to your Rewards balance.

We will award Rewards for all Eligible Transactions debited to your Credit Card Account on the closing date shown on the Statement of Account on which the Eligible Transactions appear.

Eligible Transactions means all transactions debited to your account other than:

- Cash advances (including bills paid over the counter at our branches, other financial institutions or post offices and the purchase of foreign currency, travellers' cheques or corporate cheques);
- Fees and charges applied to your account;
- Interest charges;
- Any government fees and charges;
- Transactions we decide are disputed or fraudulent or involve abuse of your account (and we can cancel Rewards already allocated on such transactions);
- Transactions we decide are wholly or partially for business purposes;
- Payment reversals, refunds or reimbursements made in the same statement period as the payment was posted to your credit card account; and
- Purchases refunded or reimbursed in the same statement period as they are posted to your credit card account.

3. Rewards allocation

We allocate \$1 (one dollar) as a Reward for each whole \$250 of the total value of Eligible Transactions (rounded down) during a Cash Back Rewards Program year.

The maximum of number of Rewards you can earn in a Cash Back Rewards program year is \$240, equating to \$60,000 in Eligible Transactions debited to your Credit Card Account. The maximum number of Rewards allocated in a statement period is \$20 equating to \$5,000 in Eligible Transactions.

Once the maximum number of Rewards is reached you will not earn more Rewards until 16 November (commencement of the Cash Back Rewards program year).

Rewards will be redeemed as a credit to your Credit Card Account.

The credit to your Credit Card Account will be made annually on the 1 December. As soon as that credit occurs the credit is available for your use provided your overall Credit Card Account is in sufficient credit. You must still pay the 'minimum payment' required by the terms and conditions of your Credit Card Account.

The redemption will appear in your credit card statement following your redemption. The reward is not transferable and cannot be taken as cash.

When you obtain a refund or reimbursement of charges previously incurred on your Credit Card Account (for example when you return goods or cancel bookings made and paid for and a credit is issued to your account) your Rewards balance will be reduced accordingly. Notwithstanding anything in these terms and conditions, any reduction of Rewards (including the method of reduction) is at our discretion.

You will not earn Rewards after the expiry date of your Credit Card or if you lose your Credit Card, until such time as a new card is issued.

Rewards you accrue do not constitute your property. You cannot transfer your Rewards to any other person or entity or Credit Card Account. You may not transfer rewards awarded in connection with another loyalty program to your Rewards balance or vice versa.

Rewards you accrue have no monetary value except to the extent specifically provided for by a Reward.

In the event of the death of an account holder, any accrued Rewards cannot be bequeathed but will be redeemed in the respective statement period.

All references to dollars are to Australian dollars unless otherwise stated and where an Eligible Transaction is initially recorded in a foreign currency the relevant amount of Rewards will be allocated by reference to the Australian dollar value of that transaction debited to your account. All Eligible Transactions conducted outside Australia will be converted to Australian dollars in line with the Conditions of Use of your **PC Gold Credit Card**. Visa International Services Association determines the conversion rate used.

If you or we cancel or close your account in accordance with these Terms and Conditions any Rewards in your balance which have been earned by using your account will be immediately cancelled and unavailable for redemption.

From time to time we may determine in our absolute discretion to award additional or bonus Rewards to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.

4. **Statement of Rewards**

You will be able to view your Rewards accrued and your Rewards balance on your Credit Card Statement of Account.

On your Statement of Account, you will be able to view the:

- Rewards accrued to you in connection with your account; and
- your Rewards balance.

You can enquire of Member Response by calling 13 63 73 as to your Eligible Transactions and any accrued and redeemed Rewards.

If you request a copy of your Statement of Account, we may charge a repeat statement fee and you authorise us to debit the fee to your Credit Card Account. The amount of the fee may change from time to time and is set out in our Fees and Charges brochure.

5. Default

If you are in default under the Credit Card Account terms and conditions or the account is suspected of being operated fraudulently, we will terminate or suspend your right to earn and redeem Rewards in connection with your Credit Card Account.

During any suspension period, any Rewards in your Rewards balance which have been earned by using your account will not be available for redemption. During any period of suspension, Rewards cannot be earned or redeemed.

In the event we terminate your right to earn and redeem Rewards, we reserve the right to cancel or make unavailable for redemption any Rewards in your Rewards balance which have been earned by using your Credit Card Account.

We may terminate or suspend the right to earn and redeem Rewards in accordance with these Terms and Conditions any time without prior notice to you. We will provide you with notice as soon as practicable after the suspension or termination.

6. Membership of other loyalty programs

Your account cannot under any circumstances be linked to any other loyalty program or earn points or Rewards in connection with any other loyalty program.

7. Fees and Charges

Police Credit reserves the right to impose fees and charges in connection with this Cash Back Rewards Program by giving you at least 30 days notice prior to any change taking effect.

Police Credit reserves the right to pass on to you any fees, charges, duties or taxes imposed on the Program by any government or regulatory authority.

You will be advised by Police Credit of any applicable fees and charges at the time you apply to join the Cash Back Rewards program.

8. Complaint Resolution

Any questions, problems or grievances you may have in respect of the Cash Back Rewards program, your allocation or accrual of Rewards or your Cash Back credit under these terms and conditions, should be directed, in the first instance, to Member Response by calling 13 63 73 or email carlton@policecredit.com.au.

You may also contact Police Credit's Complaints Officer at Police Credit, PO Box 669 Carlton South Victoria 3053, who will deal with any complaint according to established guidelines and will ensure fairness to all our customers.

If you have a complaint in relation to this rewards program, you must notify Police Credit within three months of the issue of your Statement of Account.

We may require you to confirm details of your complaint in writing and to provide supporting material.

If you are not satisfied with our handling of your complaint or the decision, there is also an external dispute resolution procedure available to you as Police Credit is a member of Financial Co-operatives Dispute Resolution Scheme.

A copy of our Complaints Dispute Resolution Guide which details our procedures, is available on our website www.policecredit.com.au, from any branch or by calling Member Response on 13 63 73.

9. Changes to terms and conditions

We reserve the right to determine in our sole discretion any account holder's right to participate in the program, the nature of Rewards or the terms and conditions under which Rewards are earned or redeemed for any particular Reward.

We may change, amend or vary these terms and conditions (including to vary or introduce a fee or charge).

We may terminate the program at any time. In the event we terminate the program Police Credit will notify an account holder of such termination.

We reserve the right to terminate the program without honouring accrued but not redeemed Rewards.

Where a change increases your obligations as a result we will give you at least 30 days written notice of the change.

Police Credit will not be liable for any disruption to the program or any delay to our inability to provide any of the rewards caused by circumstances beyond the control of Police Credit.

We reserve the right to waive our right to rely on these Terms and Conditions without any notice to you. We may exercise any right, power or remedy granted to us by these Terms and Conditions at our discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of that right, power or remedy by us does not present a further exercise of that or of any other right, power or remedy.

We may assign some or all of our rights and obligations under these Terms and Conditions to any person by providing notice to you in accordance with clause 13.

9.1 Severability

If any part of these Terms and Conditions is invalid, unenforceable or in breach of any legislation or code, it is not included in these Terms and Conditions and the remainder of these Terms and Conditions continue in full force and effect.

9.2 Transfer or Assign

You cannot transfer or assign your right to participate in the program, nor Rewards to any other person or entity or Credit Card Account.

10. Privacy

We may from time to time engage service providers in connection with this Program. We may provide to these service providers your personal information and transaction details relating to your Credit Card Account, including this Program, and will do so in line with our Privacy Policy.

You consent to and authorise Police Credit, our service providers, contractors and agents to have access to and collect and use personal information about you and your Rewards and Credit Card Account, including transaction details, and provide that information to any other person or contractor who provides services to us in relation to this Program.

11. Taxation

You are responsible for any taxation liability (including any good and services or fringe benefits tax) or other government charges or reporting requirement arising from participation in the Program. We do not offer any advice or accept any responsibility with respect to these matters.

12. Codes of Practice

Police Credit warrants that it will comply with any requirements of the Electronic Funds Transfer Code of Conduct (EFT Code) as established by the Australian Securities and Investments Commission and any industry code of practice such as the Credit Union Code of Practice applicable to the Cash Back Rewards program.

You can obtain copies of the EFT Code or other relevant codes by contacting Police Credit.

These Terms and Conditions are governed by the laws of Victoria.

13. Notices

We may send you all notices (including any changes) under these Terms and Conditions in any manner determined by us including by:

- sending a notice on or with your Statement of Account/s;
- providing a notice at our Electronic Banking Terminals or in our branches;
- press advertisement in newspapers circulating in your State or Territory;
- e-mail;
- sms;
- posting the notice on our website;
- posting a notice on pc.**easy**net online banking; or
- sending you the notice to the last address known to us.

You must notify us in writing as soon as practicable of any change to any of your details including name, address, e-mail or telephone number, and we may request proof of such change from you before we implement the change.

14. Definitions

Account: means your PC Visa Gold credit card account.

Account Holder: means a person who has entered into a credit card account with Police Credit and who is entitled to earn Rewards in accordance with these terms and conditions.

Account Statement: means the statement of account issued to you in connection with account terms and conditions.

Account Terms and Conditions: means the PC Visa Gold Terms and Conditions.

Additional Cardholder: means a person you have nominated to be an additional cardholder on your Credit Card Account in accordance with the Account's terms and conditions.

Card Details: means your PC Visa Gold card issued by Police Credit.

Cash Back Rewards Program Year: means the period of twelve consecutive months applied to your Account from 16 November to the close of business on 15 November each and every year.

Credit Card: means the PC Visa Gold credit card issued by the Police Association Credit Co-operative Limited.

Credit Card Account: means your account with us for your Credit Card.

Eligible Transactions: means the purchase of goods or services from merchants accepting your Credit Card, including GST payable for those goods or services by you, as defined in clause 2.

PC Visa Gold Credit Card: means the Credit Card issued by Police Association Credit Co-operative Limited.

Police Credit: means Police Association Credit Co-operative Limited.

Program: means the Cash Back Rewards program.

Rewards: means the reward provided to the PC Visa Gold Credit Card cardholder participating in the Cash Back Rewards program offered by Police Credit, through the use your Credit Card for Eligible Transactions in accordance with clause 2.

Rewards Balance: means the total of Rewards earned by you in connection with your account.

Statement of Account: means your Credit Card Account statement of transaction and issued to you monthly.

Statement Period: has the same meaning as the account terms and conditions and means the period specified on an account statement as the statement period and is the period to which the account statement relates.

Terms and Conditions: means the Cash Back Rewards program terms and conditions as amended from time to time.

Transactions: means eligible transaction defined in clause 2 of these terms and conditions.

We, Our or Us: means Police Credit.

You, Your or Yourself: means the Account holder.

Police Association Credit Co-operative Limited

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www.policecredit.com.au

T 13 63 73

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