

PC Visa Credit Card

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Police Credit
Securing your future

POLICE CREDIT

Securing your future

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STATUTORY INFORMATION POLICE CREDIT IS REQUIRED TO GIVE TO YOU.

Notice Police Credit is required to give to you under the National Credit Code.

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

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

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

THE CONTRACT

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

Police Credit 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 Police Credit, you must be given a copy to keep.

Also, Police Credit must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if Police Credit has previously given you a copy of the contract document to keep.

If you want another copy of your contract please write to Police Credit and ask for one. Police Credit may charge you a fee. Police Credit 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 Police Credit, 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 Police Credit 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 Police Credit 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 Police Credit 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.

Police Credit must give you the statement within 7 days after you give your request to Police Credit. 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 Police Credit to charge one) and other fees.

(7) Can my contract be changed by Police Credit?

Yes, but only if your contract says so.

(8) Will I be told in advance if Police Credit 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 Police Credit;

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 Police Credit. Discuss the matter and see if you can come to some arrangement. If that is not successful you may contact Police Credit's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Police Credit's external dispute resolution provider is the Financial

Ombudsman Service and can be contacted at 1300 780 808, www.fos.org.au, GPO Box 3 Melbourne VIC 3001.

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

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

INSURANCE

[10] Do I have to take out insurance?

Police Credit 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. If you take out insurance, Police Credit can not insist that you use any particular insurance company.

[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 Police Credit. 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 Police Credit immediately. Discuss the

matter and see if you can come to some arrangement. You can ask Police Credit to change your contract in a number of ways, for example—

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

(16) What if Police Credit and I cannot agree on a suitable arrangement?

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

If Police Credit still refuses your request you can complaint to the external dispute resolution scheme that Police Credit belongs to. Further details about this scheme are set out below in question 18.

(17) Can Police Credit 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 Police Credit's external dispute resolution scheme or ASIC, 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 COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT POLICE CREDIT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH POLICE CREDIT BEFORE CONTACTING POLICE CREDIT'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO POLICE CREDIT YOU CAN CONTACT POLICE CREDIT'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. POLICE CREDIT'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT 1300 780 808, WWW.FOS.ORG.AU, GPO BOX 3 MELBOURNE VIC 3001.

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

CREDIT CARD CONTRACT TERMS

APPLICATION OF INDUSTRY CODES OF PRACTICE

If we subscribe to the Mutual Banking Code of Practice, the relevant provisions of the Mutual Banking Code of Practice, as amended from time to time, apply to these Terms of The Continuing Credit Contract.

1. DEFINITIONS AND INTERPRETATION

In this loan contract:

- a) a reference to 'we', 'us' or 'our' means the Credit Provider;
- b) a reference to 'you' means the Borrower;
- c) words and phrases have the same meaning as in the Schedule;
- d) words and phrases have the same meaning as in the National Credit Code;
- e) headings are for convenience only and do not affect the interpretation of this agreement;
- f) words importing the singular include the plural and vice versa;
- g) words importing a gender include any gender;
- h) other parts of speech and grammatical forms of a word or phrase defined in this loan contract have a corresponding meaning;
- i) a reference to a Clause or Schedule is a reference to a clause or schedule of this loan contract;
- j) a reference to this loan contract includes any Schedule; and
- k) a reference to a party to this contract includes that party's successors and permitted assigns.

2. FUNDING PRE-CONDITIONS

We will not give you access to the Credit Limit until, where specified in the Schedule:

- a) you give us a mortgage over the Mortgaged Property;
- b) the Guarantor gives us a guarantee that satisfies us;
- c) the Guarantor gives us a mortgage over the Mortgaged Property that satisfies us;
- d) you and the Guarantor take out any compulsory insurance or mortgaged property insurance that we may reasonably require;
- e) your mortgage and the Guarantor's mortgage is stamped and, if appropriate, registered; and

- f) you and the Guarantor prove to us that you have taken out the insurance referred to in Clause 2(d).

3. CREDIT LIMIT

- 3.1 Subject to Clause 2 and this loan contract, we agree to make available to you credit up to the Credit Limit.
- 3.2 You agree not to exceed the Credit Limit.
- 3.3 We may reduce the Credit Limit to the balance of your account at any time. We do not have to notify you beforehand but we must notify you as soon as practicable afterwards.

4. INCREASING THE CREDIT LIMIT TEMPORARILY

- 4.1 This clause applies when:
 - a) you draw a cheque on your account; and
 - b) payment of the cheque would result in you exceeding your Credit Limit.
- 4.2 You agree that presentment of your cheque for payment in the circumstances of clause 4.1 is your request to us to increase your Credit Limit temporarily.
- 4.3 If we pay your cheque, you agree that you will pay us, immediately, the amount required to reduce the balance of your account to the previous Credit Limit.
- 4.4 It is always entirely within our discretion to decide whether to pay on your duly presented cheque or not.

5. REPAYMENTS

- 5.1 You must make repayments as and when specified in the Schedule. However, this is subject to other terms of this loan contract, for example, if we increase the minimum repayment or if you are in default.
- 5.2 You must also pay us immediately the amount required to reduce the balance of the account to the Credit Limit. This occurs if you exceed the Credit Limit.
- 5.3 If we do not 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 repayment had never been made.
- 5.4 If you are liable to us under 2 or more loan contracts and do not tell us to which account we are to credit

any repayment, we may credit the repayment to this loan contract or any of the other loan contracts as we choose.

- 5.5 We may apply any payment from you or the Guarantor to enforcement expenses, default interest, credit fees and charges, interest or principal in the order we choose.
- 5.6 We may apply any payment from you or the Guarantor to the most recent debit to your account.
- 5.7 You must make all payments due under this loan contract and any mortgage, to the extent permitted by law, without any deduction, set-off, counterclaim or condition.

6. CALCULATING INTEREST CHARGES

- 6.1 We will calculate interest daily by multiplying the unpaid daily balance of the account at the end of the day by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365.
- 6.2 We will debit interest monthly and we may also debit interest on the day you pay the balance of the loan.
- 6.3 At your request we may debit interest charges before the end of a day to which an interest charge applies, if the credit under this loan contract is provided or intended to be provided wholly or predominantly to:
 - a) purchase, renovate or improve residential property for investment purposes; or
 - b) refinance credit that was provided for such a purpose (but not where at the time this loan contract is entered into, the predominant use of the residential property is for personal, domestic or household purposes).

7. CALCULATING DEFAULT INTEREST CHARGES

- 7.1 This Clause 7 only applies if a Default Rate of Interest is specified in the Schedule.
- 7.2 If you do not make a repayment when due, you must pay us default interest as well as interest.
- 7.3 We will calculate default interest daily by multiplying the overdue amount by the daily default percentage rate. The daily default percentage rate is the Default Rate of Interest divided by 365.
- 7.4 We will debit default interest on the last day of each statement period and we may debit default interest on the day you pay the balance of the loan.

8. CREDIT FEES AND CHARGES

We may debit the Credit Fees and Charges or Lenders

Mortgage Insurance specified in the Schedule to your account.

9. VARIATION OF ANNUAL PERCENTAGE RATE

- 9.1 We may vary the Annual Percentage Rate at any time.
- 9.2 If the variation increases your obligations, we will 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.

10. VARIATION OF INTEREST CALCULATIONS

- 10.1 We may vary how we calculate interest or how often we debit interest.
- 10.2 If the variation increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

11. VARIATION OF CREDIT FEES AND CHARGES

- 11.1 We may:
 - a) vary the amount of any Credit Fee and 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.
- 11.2 If the variation increases your obligations, we will notify you 20 days before the change 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.
- 11.3 If the variation does not increase your obligations, we will send you notification in your next statement of account.

12 VARIATION OF REPAYMENTS

- 12.1 We may vary:
 - a) the amount, frequency or time of repayments; or
 - b) the method of calculating repayments; or
 - c) the method of calculating the minimum repayment.

- 12.2 If any of these variations increases your obligations, we will give you written notice at least 20 days before the increase takes effect.
- 12.3 If a variation does not increase your obligations, we will send you notification in your next statement of account.

13 OTHER VARIATIONS

- 13.1 We may vary this loan contract:
 - 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.
- 13.2 If any of these variations increases your obligations, we will 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 send you notification in your next statement of account.

14. DEFAULT

- 14.1 You are in default under this loan 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 the Guarantor breach any term of this loan contract, the guarantee, any mortgage or any insurance policy that we require;
 - d) the guarantee or any mortgage we require is unenforceable according to its terms;
 - e) the insurer terminates any insurance policy that we require;
 - f) you or the Guarantor fail to renew on terms that satisfy us any mortgaged property insurance that we require;
 - g) you become bankrupt;
 - h) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or
 - i) you are required to be a member, and you cease to be a member.

- 14.2 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 have to remedy the default within the specified period (at least 30 days from the date of the notice); and
 - d) About your options and what can happen if the default is not remedied.
- 14.3 If you do not comply with the default notice, you become liable to pay us the balance of the loan immediately.
- 14.4 If you or the Guarantor fails to do anything that this loan contract, the guarantee, any mortgage or any insurance policy requires you or the Guarantor to do, we may:
- a) carry out the action as required;
 - b) complete it your name; and
 - c) complete it at your expense and debit your account for the expense.

15. ENFORCEMENT EXPENSES

- 15.1 If you are in default under this loan contract, we may charge you enforcement expenses we reasonably incur. We may debit these to your loan account.
- 15.2 An enforcement expense includes an expense for doing any of the following under this loan contract, any guarantee or any mortgage:
- a) enforcing any right we have;
 - b) attempting to enforce any right;
 - c) performing any of your obligations or those of any Guarantor in accordance with Clause 14.4;
 - 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.
- 15.3 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 loan contract.

16. MISCELLANEOUS

16.1 Taxes and Expenses

- a) We may debit your account for any government tax or stamp duty payable in connection with this credit contract or any guarantee or mortgage specified in the Schedule or any insurance policy that we require.
- b) You agree to pay our reasonable legal costs and expenses of any guarantee or mortgage specified in the Schedule.

16.2 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 next business day.

16.3 Joint Borrowers – Obligations are Separate & Joint

If there is more than one Borrower, each of you is liable to us separately for the balance of the loan as well as joint.

16.4 Assignment

You agree that we may assign any of our rights under this loan contract, any mortgage or any guarantee without further consent from you, if we choose to do so. If our rights under this loan contract are assigned to another person, or pass by law to another person, you will have (and may exercise) the same rights in respect of the loan contract against the assignee as you have against us.

16.5 Information is Correct

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

16.6 Waiver

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

16.7 Severability

If part of this loan contract is invalid, unenforceable or in breach of any law, it is not included in this loan contract. The remainder of this loan contract continues in full force and effect.

PC VISA CREDIT CARD CONDITIONS OF USE

This document does not contain all the terms of your Credit Contract or all of the pre-contractual information Police Credit is required by law to give you before this Credit Contract is made. Further terms and conditions are in the Credit Card Schedule that Police Credit 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 refer 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 and manually processed 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 these Conditions of Use and the Credit Card Schedule. 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 certain monetary limits (which is set by the relevant merchant's financial institution) where no electronic approval is required. In these circumstances, your Card Account will be debited with the amount of the Transaction (which will increase the balance owing to Police Credit).

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

If you fail to properly safeguard your PC Visa Credit Card and PIN you may increase your liability for unauthorised use (refer to section 17 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 Police Credit BEFORE activating or using your PC Visa Credit Card or alternatively seek independent advice from your accountant or lawyer.

Information on current interest rates and Police Credit's fees and charges is available on our website www.policecredit.com.

com.au or by contacting Police Credit on 13 63 73.

Words that are capitalised in these Conditions of Use are defined in section 31 below.

IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR CARD 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 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 date of expiry, destroy your PC Visa Credit Card by cutting it diagonally in half.

1. INTRODUCTION

These Conditions of Use, together with the Credit Card Schedule comprise the Credit Card Contract and govern the use and operation of your PC 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, any Additional Cardholder(s).

These Conditions of Use apply to:

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

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

The first time that:

- you activate your Card Account; or
- a Transaction occurs on the 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 PC Visa Credit Card or use it (or allow anyone else to use or activate your PC Visa Credit Card); or
- permit an Additional Cardholder to use their PC Visa Credit Card.

Instead, return all PC Visa Credit Cards to Police Credit (cut in half for your protection).

2. ADDITIONAL CARDS

You (being the Primary Cardholder) can ask Police Credit to give an additional PC Visa Credit Card and PIN to someone else you nominate to be an additional cardholder on your Card Account. Police Credit is not obliged to grant any additional PC Visa Credit Card and may impose other conditions in respect of the issuing or use of that PC Visa Credit Card. Police Credit 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 Police Credit to allow Police Credit to comply with those laws.

When Police Credit issues an additional PC 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 Police Credit 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 PC Visa Credit Card. Fraudulent or unauthorised transactions can occur on PC Visa Credit Cards. Where you (or your Additional Cardholder) advise Police Credit that a Transaction that has occurred on your PC Visa Credit Card or your Additional Cardholder's PC Visa Credit Card is fraudulent, unauthorised or disputed, Police Credit will investigate and review that transaction in accordance with section 19 below;
- you authorise Police Credit to give any Additional Cardholder information about your Card Account for the purposes of their use of the additional PC Visa Credit Card. You also authorise Police Credit to act on the instructions of the Additional Cardholder in relation to their use of their additional PC Visa Credit Card, except to the extent that any such information relate to an increase to the credit limit on the Card Account, termination of the Card Account or the replacement of an additional PC Visa Credit Card following cancellation of the PC Visa Credit Card by you; and
- you can cancel the additional PC Visa Credit Card at any time by cutting it in half diagonally and either returning the pieces to Police Credit and requesting the additional PC Visa Credit Card be cancelled or by informing Police Credit that you have destroyed the PC Visa Credit Card and disposed of the pieces securely. You must then write to Police Credit confirming cancellation of the additional PC Visa Credit Card. If you cannot destroy the additional PC Visa Credit Card you should contact Police Credit 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 16).

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

- (a) store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution where no electronic approvals are in place); or

(b) Transactions that are processed manually.

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

3. 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 Mutual Banking Code of Practice may 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.

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

4. 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.

5. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

If you fail to safeguard your PIN you may increase your liability for unauthorised use (refer to section 17 below for a list of circumstances where you may be held liable for an unauthorised transaction). We therefore strongly recommend that:

- you not record your PIN on your PC Visa Credit Card or on anything with or near your PC Visa Credit Card;
- you not tell anyone your PIN or let anyone see it;
- you 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.

6. 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 by

contacting:

DURING NORMAL BUSINESS HOURS,

Police Credit on 13 63 73 (refer to our website www.policecredit.com.au for a list of our normal business hours);
or

OUTSIDE NORMAL BUSINESS HOURS

VISA CARD 24hr EMERGENCY HOTLINE
Free Call - 1800 224 004.

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 Police Credit, 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 Police Credit. To avoid further losses you are required to continue to try to provide notification of your lost or stolen PC 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 Police Credit or the Visa Card 24 hr Emergency Hotline, Police Credit will continue to be liable for any loss occurring as a result of further unauthorised use of your PC Visa Credit Card.

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 PC Visa Credit Card with Police Credit by telephone or priority paid mail as soon as possible.

If your PC Visa Credit Card is reported as lost or stolen, Police Credit will issue to you a replacement PC Visa Credit Card. You must give Police Credit a reasonable time to arrange cancellation and the issue of a replacement PC Visa Credit Card.

7. USING YOUR VISA CARD

Your PC Visa Credit Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas. 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 Transactions you may

carry out with your PC Visa Credit Card by quoting your PC 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 PC Visa Credit Card before you attempt to purchase any goods or services.

Police Credit 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 PC 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 PC Visa Credit Card.

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. Should your PC Visa Credit Card be used for unlawful purposes, Police Credit 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 Police Credit has reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, Police Credit is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your PC Visa Credit Card be used for unlawful purposes, Police Credit may restrict you from accessing any available funds from your Card Account.

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

Police Credit is not responsible in the event that you have a dispute regarding the goods or services purchased with your PC Visa Credit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Police Credit has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 19 below for a list of the circumstances when Police Credit 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. You must not use your PC Visa Credit Card after the Expiry Date.

8. 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 wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; 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 PC Visa Credit Card in a currency other than Australian dollars, or you make a transaction on your PC Visa Credit Card in any currency (including AUD) that is processed by a card scheme or billed by a merchant outside of Australia. You will be advised by Police Credit where a currency conversion fee applies and the amount of this fee at the time you apply for your PC Visa Credit Card.

9. TRANSACTION LIMITS

Police Credit:

- may set temporary or permanent limits on the minimum and maximum amounts that you 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 PC VISA Credit Card.

Where Police Credit imposes a temporary minimum or maximum limit, Police Credit will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where Police Credit imposes a new permanent minimum or maximum transaction limit, Police Credit will inform you of this change in accordance with the requirements set out in section 27 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

PC Visa Credit Card. When you press the credit button at an EFTPoS terminal, you cannot withdraw cash.

10. CREDIT LIMIT

Subject to any transaction limits which Police Credit may impose in accordance with section 9, Police Credit 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 PC Visa Credit Card that is issued.

You must not allow your Unpaid Daily Balance to exceed the Credit Limit, unless Police Credit has consented in writing or Police Credit otherwise authorises the Transaction which results in the Transaction exceeding the Credit Limit.

Transactions which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or Transactions that are processed manually are not authorised by Police Credit before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit. In circumstances where Police Credit's authorisation is required before a Transaction proceeds, Police Credit will not authorize 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, Police Credit is not increasing your Credit Limit. If the Credit Limit is exceeded without Police Credit's approval, you must immediately repay to Police Credit any amount in excess of your Credit Limit. In these circumstances, Police Credit will use its best endeavours to contact you to notify you that your Unpaid Daily Balance has exceeded your Credit Limit.

Each time that your Unpaid Daily Balance exceeds your Credit Limit, you may be charged a one-off over limit fee (refer to the Credit Card Statement). This fee will be deducted from your Card Account balance (which will increase the balance owing). You will not be charged any over limit fee in circumstances where Police Credit agrees for your Credit Limit to be temporarily increased.

You may ask Police Credit to permanently or temporarily increase your Credit Limit at any time. Police Credit is not required to agree to any such request. If Police Credit forms the view that your financial circumstances do not justify a permanent or temporary increase in your Credit Limit, Police Credit will not agree to increase your Credit Limit. Police Credit may only increase your Credit Limit at your request or with your written consent. However, Police Credit may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, Police Credit

will give you written notice prior to it reducing your Credit Limit (refer to section 27) unless circumstances exist where it reasonably believe that your use of the PC Visa Credit Card or Card Account may cause loss to you or Police Credit. This could include circumstances where you are in default pursuant to the terms and conditions set out in this Credit Contract or where Police Credit suspects that your PC Visa Credit Card or Card Account has been compromised. You can request that Police Credit reduce your Credit Limit at any time by contacting Police Credit.

11. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS

Certain Transactions on your Card Account may need to be authorised by Police Credit before they can proceed. In these circumstances, prior to the Transaction being completed, the relevant merchant's financial institution will obtain authorisation from Police Credit 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 Police Credit but the relevant Transaction is not completed, your available funds may be reduced for up to four (4) Business Days.

Transactions will not necessarily be processed to your Card Account on the same day they occur. 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 Police Credit processes the Transaction and applies the relevant Transaction to your Card Account is referred to as the posting date. Regardless of the posting date, Police Credit will calculate all interest charges from the transaction date.

Where you make multiple Transactions on your Card Account on the same day debit, debit Transactions (which are Transaction 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).

Police Credit has the right to refuse authorisation for you to effect any Transaction if:

Police Credit has suspended your Card Account in accordance with these Conditions of Use (refer to section 15);

- in accordance with section 29 of these Conditions of Use, Police Credit 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.

12. DEPOSITS AT ELECTRONIC BANKING TERMINALS

If allowed by Police Credit, 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 Police Credit. 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.

13. TRANSACTIONS DEBITED TO YOUR CARD ACCOUNT

Police Credit 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 PC Visa Credit Card. Police Credit will (in the first instance) consider a Transaction as having been authorized by you when:

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

Fraudulent transactions can occur on your PC Visa Credit Card. Where you advise Police Credit that a Transaction that has been debited from your Card Account balance (which will increase the balance owing) is fraudulent, unauthorised or disputed, Police Credit will investigate and review that Transaction in accordance with section 19 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 these Conditions of Use (which will increase the balance owing). All amounts deducted from your Card Account balance will form part of your Unpaid Daily Balance.

14. 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 (providing you are not otherwise in default under the Credit Contract – refer to section 16 below). In these circumstances you will not be charged any

card replacement fee.

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 Expiry Date of your current PC Visa Credit Card or additional PC Visa Credit Card. You must give Police Credit a reasonable time to arrange cancellation of the issue of a replacement PC Visa Credit Card.

Police Credit may issue a new PC Visa Credit 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 your PC Visa Credit Card or PIN may have been compromised or where Police Credit 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.

15. CANCELLING YOUR CARD OR CARD ACCOUNT

15.1 Police Credit may close your Card Account and/or cancel your PC Visa Credit Cards at any time:

- (1) for security reasons where the PC Visa Credit Card has been or is reasonably suspected by Police Credit 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 16.1 and you fail to remedy that default within 30 days after receiving notice from Police Credit in accordance with section 16; or
- (3) if you are in default pursuant to section 16.3.

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

15.2 You may cancel your Card Account at any time by giving Police Credit notice in writing or telephoning Police Credit. In these circumstances, you must either return all PC Visa Credit Cards to Police Credit (cut in half for your protection) or confirm by telephone that all PC Visa Credit Cards have been destroyed and that you have disposed of the pieces securely. You must then write to Police Credit to confirm cancellation of the PC Visa Credit Card. Please refer to section 2 for details on how to cancel an additional PC Visa Credit Card.

15.3 Police Credit may restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholder from

using your PC Visa Credit Card in circumstances where you are in default in accordance with section 16.1 and Police Credit 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 Police Credit provided to you. Police Credit will provide you with at least 7 days notice of its intention to suspend your Card Account.

- 15.4 Subject to the ability of Police Credit to demand immediate repayment in accordance with sections 16.2 or 16.3, this Credit Contract remains in force when a PC Visa Credit Card is cancelled or the Card Account is closed in accordance with this section 15 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.
- 15.5 Subject to sections 16.2 and 16.3 below, where Police Credit has restricted your Card Account or you have cancelled yours and your Additional Cardholder's PC 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 in 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.
- 15.6 You must not use your PC Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been restricted or closed. In some circumstances your PC Visa Credit Card may be used for store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a Transaction is processed manually. If you use your PC 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 Police Credit for the value of any Transactions as well as any reasonable costs incurred by Police Credit in collecting 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 Police

Credit.

- 15.7 Should you elect to close your Card Account or your Card Account is closed by Police Credit, you should contact all merchants which 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 26 for further details).

16. DEFAULT

16.1 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;
- Police Credit reasonably believes that you gave to Police Credit false, misleading or deceptive information; or
- you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.

16.2 Where you are in default in accordance with section 16.1, before Police Credit requires immediate repayment in full of all amounts owing by you to

Police Credit in accordance with this Credit Contract and prior to Police Credit commencing any enforcement action, Police Credit 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 Police Credit provided you, then Police Credit may require immediate payment of all amounts owing by you under this Credit Contract and may commence enforcement action.

16.3 Police Credit is not required to give you notice before commencing enforcement proceedings in circumstances where:

- Police Credit believes on reasonable grounds that you were induced by fraud on your part to enter into this Credit Contract;
- Police Credit has made reasonable attempts to locate you but have not been successful; or
- the Court authorises Police Credit to begin enforcement proceedings.

- 16.4 It is important that you update your contact details with Police Credit when they change to ensure that they stay current and up to date.
- 16.5 You may have to pay reasonable enforcement expenses and costs 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 Contract. All enforcement expenses and costs must be reasonably incurred by Police Credit. These enforcement expenses will become payable by you after Police Credit has given you 21 days notice of these expenses. After 21 days after you have received notice, Police Credit 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 Police Credit has incorrectly calculated these expenses or has incorrectly charged you for these expenses, you may dispute this by contacting Police Credit in accordance with section 19.

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

- 17.1 You are not liable for any unauthorised use of your PC Visa Credit Card:
- (a) where the losses are caused by the fraudulent or negligent conduct of:
 - i. Police Credit;
 - ii. employees or agents of Police Credit;
 - iii. companies involved in networking arrangements; or
 - iv. merchants or agents or employees of merchants;
 - (b) before you have actually received your PC Visa Credit Card and PIN and acknowledged receipt of your PC Visa Credit Card and PIN to Police Credit;
 - (c) subject to section 15.6, where the losses relate to any component of your PC 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; and
 - (f) if you did not contribute to any unauthorised use of your PC Visa Credit Card.
- 17.2 For the purpose of section 17.1(1)(f), Police Credit will undertake an assessment to consider whether you

have contributed to the loss caused by the unauthorised use of your PC Visa Credit Card. This assessment will include a review of whether you:

- (a) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (b) wrote or indicated your PIN on your PC Visa Credit Card;
- (c) wrote or indicated 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;
- (d) allow anyone else to use your PC Visa Credit Card; or
- (e) unreasonably delayed notification of:
 - i. your PC Visa Credit Card or PIN record being lost or stolen;
 - ii. unauthorised use of your PC Visa Credit Card; or
 - iii. the fact that someone else knows your PIN.

17.3 If Police Credit considers that it can prove on the balance of probability that you have contributed to the unauthorised use of your PC Visa Credit Card under section 17.2, 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.

17.4 In assessing liability under section 17.(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.

- 17.5 Where a code (eg. 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 Card Account balance (including the unused portion of your Credit Limit); or
 - (c) the actual loss at the time Police Credit is notified of the loss or theft of your PC Visa Credit Card.
- 17.6 In assessing your liability under this section 17:
- (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.
- 17.7 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 or in section 5 of these Conditions of Use to safeguard your Card Account, are the minimum suggested security measures you should take. If you disagree with Police Credit's resolution process, you should contact Police Credit and request that Police Credit review its decision in accordance with section 19.

18. VISA ZERO LIABILITY

- 18.1 In addition to the limits placed on your liability pursuant to the EFT Code and described in section 17 above, Visa's scheme rules provide that Police Credit shall limit your liability to nil in the following circumstances:
- (a) the unauthorised Transactions were not effected at an ATM and will include Transactions effected prior to notification of:
 - i. the unauthorised Transactions; or
 - ii. the lost or stolen PC Visa Credit Card by you to Police Credit;
 - (b) you have not contributed to any loss caused by unauthorised use of your PC Visa Credit Card as described in section 17.2 above; and

- (c) you have provided all reasonably requested documentation to Police Credit, which may include provision of a statutory declaration and police report.
- 18.2 Where this Visa zero liability provision applies, Police Credit will endeavour to refund the amount of the unauthorised Transactions within five (5) days, subject to:
- (a) you having provided all reasonably requested information to Police Credit;
 - (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) Police Credit 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 Police Credit of the unauthorised Transactions.
- 18.3 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 section shall not apply as a result of that investigation. In the making any determination in respect of this section, Police Credit will comply with the requirements of section 17 of these Conditions of Use.

19. 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. 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 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;

and

- details of whether your PC Visa Credit Card is signed and your PIN secure.

If you have a complaint or dispute relating to your PC 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 Police Credit.

Within 21 days of receiving relevant details from you or receiving your complaint, 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 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 Police Credit's External Dispute Resolution Scheme.

Police Credit is a member of the Financial Ombudsman Service (FOS) External Dispute Resolution Scheme who can be contacted:

Phone :1300 780 808

Write to : FOS at GPO Box 3, Melbourne Vic 3001

www.fos.org.au provides for online complaint forms

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;
- 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 Police Credit's decision.

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.

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.

Police Credit has the ability to investigate disputed transactions which occur on your PC 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, Police Credit, 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, Police Credit's ability to investigate a disputed transaction on your behalf is limited to the timeframes imposed pursuant to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify Police Credit as soon as you become aware of a disputed transaction.

20. 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, 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.

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 with the amount of the transaction (which will increase the balance owing to Police Credit).

21. 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 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 Card Account statements.

Police Credit will send you an account 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, the EFT 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. You should check with Police Credit whether fees and charges will apply in these circumstances.

The date your Card Account 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 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.

22. FEES AND CHARGES

The fees and charges outlined in the Credit Card Schedule apply. You agree to pay to Police Credit all fees and charges that are set out in the Credit Card Schedule. Police Credit will deduct these fees and charges from your Card Account by deducting the amount of the fee or charge in accordance with this section 22 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 Police Credit has incorrectly charged you a fee or charge, you may dispute this by contacting Police Credit in accordance with section 19. Any incorrectly charged fee or charge will be reversed by Police Credit (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 27.

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 PC 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 Police Credit.

Police Credit reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for

issuing additional or replacement cards. Police Credit is authorised to debit your Card Account with those fees (which will increase the balance owing). You will be advised by Police Credit, in writing, of any currently applicable fees and charges at the time you apply for your PC Visa Credit Card.

23. INTEREST CHARGES

23.1 Calculation of Interest Charges

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

23.2 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.

23.3 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.

23.4 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 that remain unpaid will be subject to the Annual Percentage Rate that applies for Non-Cash Transactions.

23.5 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 Police Credit 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 23.3; 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 23.2.

23.6 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.

23.7 Interest-free period for Purchases

If an interest free-period applies to a Purchase, it will consist of:

- (1) the 'initial interest free days' which start from the transaction date and end on the statement date; and
- (2) 'further interest-free days' which start after the statement date and end on the due date or payment date (whichever comes first).

23.8 When does the 'initial interest free days' condition apply?

The 'initial interest free days' will apply to a Purchase if you pay the Closing Balance in full by the due date shown on the Credit Card Statement preceding that Purchase.

23.9 When does the 'further interest free days' conditions apply?

A Purchase will have 'further interest free days', only if:

- (1) you have paid the Closing Balance in full by the due date shown on the Credit Card Statement preceding the purchase (i.e. the 'initial interest free days' condition has been met); and
- (2) you pay the Closing Balance in full by the due date shown on the statement recording that Purchase.

23.10 How many 'further interest free days' apply to the Card Account?

Your Credit Card Schedule sets out the number of interest free days that apply to Purchases.

23.11 What happens if payment is not made in full?

If you do not pay the full amount of the Closing Balance in full by the due date shown on your Credit Card Statement, unpaid Purchases outstanding as well as all new Purchases will be included in the calculation of the interest charge.

23.12 Will an interest-free period apply to all Transactions on your PC Visa Credit Card?

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

24. 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 authorised to debit your Card Account with those fees, charges, duties and taxes (which will increase the balance owing).

25. PAYMENTS

25.1 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, Police Credit 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.

25.2 How and where you can make payments

- (1) You may make payments to Police Credit by:
 - (a) 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 Police Credit;
 - (b) by posting a cheque, together with the applicable portion of the Credit Card Statement to Police Credit. Please allow 10 business days for processing;
 - (c) by BPAY payment; and
 - (d) by any other means as advised by Police Credit from time to time.
- (2) 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 Police Credit before the due date.

- (3) You must always pay Police Credit in Australian dollars.
- (4) During an interest free period, you are not required to make any repayment 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 Police Credit) at the Annual Percentage Rate and is repayable in accordance with the terms of this Credit Contract.
- (5) 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.
- (6) If you make a payment by EFT transaction and Police Credit identifies a discrepancy between the amount recorded by the electronic equipment as having been deposited and the amount received by Police Credit, Police Credit 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).

25.3 How Police Credit applies your payments

All payments made to your Card Account will be applied to your Card Account balance (which will reduce the balance owing) of the following items in the following order:

- firstly any Balance Transfers; then
- any outstanding Non-Cash Transactions in the previous month; then
- any outstanding Cash Advance Transactions in the previous month; then
- any Non-Cash Transactions for the current month; then
- any Cash Advance Transactions for the current month; then
- any Transactions that have occurred after the relevant Credit Card Statement, by applying the order set out above.

25.4 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 25.3 above. Any refund that is processed by Police Credit 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.

26. REGULAR REPAYMENT 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).

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, Police Credit is required to process the transactions from the merchant. If possible, you should retain a copy of any request to change or cancel the 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 PC 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 PC Visa Credit Card details, your existing regular payment arrangement may either not be honoured by Police Credit 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 Police Credit, 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 service.

27. CHANGES TO CONDITIONS OF USE

27.1 Police Credit may make changes

- (1) Police Credit may change your Credit Contract at any time by providing you with notice in accordance with this section 27.
- (2) If you wish to close your Card Account as a result of any change or variation Police Credit makes to this Credit Contract, you must contact Police Credit to close your Card Account. In these circumstances, you will not be charged any fees or charges associated with Police Credit closing your Card Account.

27.2 Changes to Annual Percentage Rate

- (1) Police Credit 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, Police Credit will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.
- (2) Police Credit 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) Police Credit 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.

27.3 Changes to Credit Fees and Charges

- (1) Police Credit may notify you of any 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, Police Credit 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, Police Credit will provide you with written notice when it sends your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

27.4 Changes to repayments

- (1) Police Credit will notify you of any change in the amount or frequency or the 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, Police Credit will advise you of the change before or when your next Credit Card Statement is sent after the change takes effect.

27.5 Cancellation and change to your Credit Limit

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

27.6 Other changes

Police Credit 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, Police Credit will advise you of the change before or when your next Credit Card Statement is sent after the change takes effect.

28. OTHER GENERAL CONDITIONS

These Conditions of Use govern your PC Visa Credit Card 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 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.

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 where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedures that Police Credit. If Police Credit 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 Police Credit. If Police Credit assigns this Credit Contract, it will provide you with notice and you will be able to cancel your PC Visa Credit Card as a result of this assignment without being charged any fees or charges associated with Police Credit canceling your Card Account.

A certificate signed by an authorised 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.

29. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

You agree that:

- where required, you will provide to Police Credit all information reasonably requested by Police Credit in order for Police Credit 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;
- Police Credit may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- Police Credit may block, delay, freeze or refuse any transactions where Police Credit 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 Police Credit in accordance with this section 29, you agree that Police Credit 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 Police Credit taking this action; and
- Police Credit will monitor all transactions that arise pursuant to your use of the PC Visa Credit Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

30. THIRD PARTY DISCLOSURE

Police Credit may provide your personal information to:

- any outsourced service provides (for example, mailing houses, fraud monitoring services and data switch services);
- transaction and investigation security firms;
- regulatory bodies, government agencies, law enforcement bodies and courts; and
- participants in the payment systems and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your PC Visa Credit Card or PC Visa Credit Card Number or third parties using your PC Visa Credit Card or PC Visa Credit Card Number.

You consent to Police Credit disclosing your personal information to any of the third parties referred to above.

To facilitate transaction investigation and to assist with identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your PC Visa Credit Card, you agree that your personal information and transaction details may be sent overseas.

31. 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 Police Credit to transfer to your Card Account any balance (or part of the balance) of a credit card, store card or charge card that is held with another credit provider.
- **Balance Transfer Offer** means an offer that is set out in the Credit Card Schedule.

- **BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.
- **BPAY Payment** means a payment Police Credit 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 Police Credit to make payments on your behalf to the biller. This service is only available while Police Credit is a member of the BPAY scheme.
- **Biller** means an organization which allows you to make payments to it via the BPAY Scheme.
- **Card Account** means the account you have with Police Credit to which you may obtain access by use of the PC Visa Credit Card.
- **Cash Advance** means:
 - (a) each amount of cash supplied by use of a PC 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 PC Visa Credit Card to receive from a merchant a cash substitute (including the purchase of a gambling chips or tokens, traveller's cheques or money orders of 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 PC 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 PC 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. Police Credit as the issuer of the PC 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 19 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 Police Credit 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.
- **Card Contract** means the agreement between you and Police Credit for the provision of your PC Visa Credit Card (and any associated facilities that you receive or request from Police Credit, 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 the account that Police Credit provides to you in accordance with these Conditions of Use.
- **Daily Interest Rate** means that rate determined by dividing the relevant Annual Percentage Rate by 365.
- **EFTPoS** means electronic funds transfer at point of sale.
- **Electronic Banking Terminal** an ATM or EFTPoS device.
- **Expiry Date** means the expiry date printed on the front of the PC Visa Credit Card.
- **Non-Cash Advances** means Purchases, BPAY Transactions, government fees and charges, any interest that has accrued on the Card Account, Police Credit'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 PC Visa Credit Card.
- **Police Credit** means Police Association Credit Co-operative Limited ABN 33 087 651 661 AFL / ACL 240293 being the entity that issued to you your PC Visa Card Account.
- **Primary Cardholder** means the person who opens

the Card Account with Police Credit and is responsible (in the first instance) for all Transactions made on the Card Account, including Transactions that are made by an Additional Cardholder.

- **Purchase** means each amount charged by the supplier for the supply of any goods or services purchased by the use of a PC Visa Credit Card on your Card Account or any other operation of your Card Account.
- **Special Promotion** means a reduced rate of interest or interest-free days or other special terms that Police Credit 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.
- **Visa** means Visa Worldwide PTE. Limited.
- **Visa Credit Card or PC Visa Credit Card** means a Visa Credit Card issued to you pursuant to the Credit Card Contract (and includes all PC Visa Credit Cards issued to any Additional Cardholder as per the Primary Cardholder's request).
- **Visa Credit Card Number or PC Visa Credit Card Number** means the unique number assigned by Police Credit to each PC Visa Credit Card and which shall be recorded on that PC Visa Credit Card.
- **'you' or 'You'** means the Primary Cardholder.

32. 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 PROGRAM 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 (Card Account) issued by Police Association Credit Co-operative Limited ABN 33 087 651 661 AFSL / ACL 240292 (Police Credit) 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 PC Visa Credit Card. These terms and conditions are separate from and in addition to the terms and conditions / conditions of use of your PC Visa Credit Card which are set out in the PC '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 PC Visa Gold Credit Card in accordance with the Card 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 PC Visa Gold 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 Card Account on the closing date shown on the Credit Card Statement 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 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 Card Account (which will reduce the balance owing).

The credit to your 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 Card Account is in sufficient credit. You must still pay the 'minimum payment' required by the terms and conditions of your 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 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 PC Visa Gold Credit Card or if you lose your PC Visa Gold 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 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 Visa Gold Credit Card. Visa determines the conversion rate used.

If you, or we, cancel or close your Card Account in accordance with these Terms and Conditions, any Rewards in your balance, which have been earned by using your Card 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.

On your Credit Card Statement, you will be able to view:

- 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 Credit Card Statement, we may charge a repeat statement fee and you authorise us to debit the fee to your 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 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 Card Account.

During any suspension period, any Rewards in your Rewards balance, which have been earned by using your Card 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 Card Account.

We may terminate or suspend the right to earn and redeem Rewards in accordance with these Terms and Conditions and this section any time without prior notice to you. We will provide you with notice as soon as practicable, and no later than when Police Credit sends your next Credit Card Statement, after the suspension or termination.

6. MEMBERSHIP OF OTHER LOYALTY PROGRAMS

Your Card 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 20 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 in accordance with section 9.

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 emailing us at 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 Ombudsman's Service (FOS) External Dispute Resolution scheme who can be contacted

Phone :1300 780 808

Write to : FOS at GPO Box 3, Melbourne Vic 3001

www.fos.org.au provides for online complaint forms.

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) in accordance with this section 9.

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, such as, but not limited to:

- imposes or increases a fee or charge;
- removes your right to participate the Cash Back Reward (except where that right has been removed due to default in accordance with section 5):

we will give you at least 20 days written notice of the change. Where the change reduces your obligations Police Credit will advise you of the change before or when your next Credit Card Statement is sent after the change takes effect.

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 Card Account.

10. PRIVACY

We may from time to time engage service providers such as mailing houses and transaction processors, in connection with this Program. We may provide to these outsourced service providers your personal information and transaction details relating to your 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 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 Mutual banking 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 Credit Card Statement;
- 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.easynet 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, email 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

Credit Card 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 Card Account in accordance with the Account's terms and conditions

Card details means your PC Visa Gold card issued by Police Credit

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

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 the following 15 November each and every year.

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

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 Credit.

Police Credit means Police Association Credit Co-operative Limited ABN 33 087 651 661 AFSL/ACL 240293

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 PC Visa 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

Credit Card Statement means your 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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