

# Credit Card

terms and conditions



# Important information

This document forms part of your Credit Card Contract and should be read with the letter of offer, which also forms part of your Credit Card Contract.

## Conditions of use

The Electronic Access Facilities and ePayments Conditions of Use section of the Conditions of use - Accounts and access document, governs the use of the card. Please read the Conditions of use - Accounts and access document carefully - the document contains important information on:

- Your Visa card and PIN Security
- Your liability (where a card is lost, stolen and used without your authority)
- Using the card outside Australia
- Cancellation of the card by you or us
- Card related errors and dispute resolution
- Phone banking
- BPAY® payment system

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## The credit card offer

The credit card is offered to you on the terms and conditions set out in these credit card terms and conditions and in the Financial Table. The terms and conditions govern the use of the card and all transactions on your account.

Please read the Financial Table and these conditions carefully. You should also read the information statement "Things you should know about your proposed credit contract" which appears at the end of these conditions. If you have any questions concerning these documents, please contact us.

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in the Financial Table).

### 1. Definitions

In these terms and conditions and the letter of offer including the financial table:

**account** means the account we set up to record transactions under the contract.

**account holder** means the person in whose name the credit card account has been opened.

**additional card** means a card issued to a person other than you at your request and on your account.

**additional cardholder** means a person to whom an additional card has been issued.

**annual percentage rate** means the annual percentage rate or rates set out in the Financial Table and, if varied, the rate as varied.

**ATM (or Automatic Teller Machine)** is an electronic terminal, which we advise can be used to obtain a cash advance with the use of the card and PIN.

**available credit amount** means the amount obtained by subtracting from the credit limit:

- the debit balance (if any) of the account at that time;
- any uncleared funds that have been applied to your account (if any); and
- the amount of all authorised transactions not yet debited to your account (if any).

**balance transfer** means a transfer to the account, in accordance with clause 9, of an amount you nominate from a credit or charge account held by a cardholder or any other person with another credit provider in Australia.

**business day** means a day that is not Saturday or Sunday; or a public holiday, special day, or bank holiday in the place in which any relevant act is to be done.

**card** means a credit card issued to you or to any additional cardholder for use on the account.

**card issuer** is Teachers Mutual Bank Limited.

**cash advance** means a debit to the credit card account (whether or not the credit card account is in credit or in debit):

- which results in you receiving actual cash (whether at a branch or via an electronic terminal or by other means);
- where the funds are used to purchase "quasi-cash" items such as gambling chips or travellers cheques;

- where the funds are used to pay a bill at a branch or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- where the funds are credited to another account held by you or a third party with Teachers Mutual Bank or another financial institution.

**charge** means an amount debited to your account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

**contract** means the credit contract between you and us, comprising these credit card terms and conditions and the letter of offer including the Financial Table.

**credit card** means the Visa credit card facility offered by us to you in the Financial Table.

**Credit Code** means the National Credit Code.

**credit limit** means the credit limit for your account set out in the Financial Table and, if varied, the credit limit as varied.

**daily percentage rate** means the annual percentage rate divided by 365.

**delinquent account** means the status of the account when you have not met the payment conditions under the contract.

**Document certification statement** is a form we send with the card, the due completion of which is intended to satisfy the identity verification requirements of the Anti Money Laundering and Counter Terrorism Financing Act 2006 (Cth).

**ePayments Code:** ePayments Code issued by the Australian Securities and Investments Commission (ASIC).

**EFTPOS (Electronic Funds Transfer Point of Sale)** terminal is an electronic terminal which we advise can be used to make purchases with the use of the card.

**Financial Table** means the financial table which is set out in the letter of offer we sent you advising of our approval of your application for the card. It forms part of your contract with us.

**inactive account** means a credit card account that has not been operated on either by deposit or withdrawal for a period of 24 months.

**minimum monthly payment** means the amount determined in accordance with clause 15.2. It will be included in the "Minimum payment" area of your statement of account.

**merchant** means a business which accepts the card as payment for goods and services.

**overdue amount** means any amounts that remain unpaid from previous statements of account.

**overlimit amount** means the amount by which, at any time, the outstanding balance of the credit card account exceeds the approved credit limit.

**PIN** means Personal Identification Number which is issued to you by us for use with the card at an ATM or EFTPOS facility.

**purchase** means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the account and includes an order made for goods or services which are not taken.

**we, us, our or Teachers Mutual Bank** means the Teachers Mutual Bank Limited. ABN 30 087 650 459. AFSL/Australian Credit Licence 238981.

**you, your** means the account holder and includes a reference to any cardholder authorised by you to access and/or operate your credit card account with the intent that you shall be liable for any use of the card/s in respect of your account and for any failure on the part of any such third party to observe these terms and conditions.

## **2. The credit card contract**

Teachers Mutual Bank is the credit provider for this credit card contract. You accept our offer to provide credit on the terms and conditions in the credit card contract when the credit card account is first used. For example, when you first use your credit card, have a balance from a different credit card account transferred to this credit card account or make a payment to the credit card account.

## **3. Account activation and card security**

3.1 A card can only be used if the account to which it relates has been activated and the card has been signed by the cardholder. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.

3.2 Your account is a single account for all cards which may be issued under the contract.

3.3 The account will be activated when you do whichever one of the following we request you to do to activate the account:

- communicate with Teachers Mutual Bank to activate your account; or
- activate your account via internet banking or phone banking; or
- give us your written instruction to activate your account.

3.4 Subject to these conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these conditions.

3.5 You must notify us immediately you become aware that a card is lost, stolen or used without your authority, or the authority of an additional cardholder by:

- telephoning the Visa hotline 1800 648 027, 24/7 (Toll-free Australia wide); or overseas +1 303 967 1090; or
- advising any financial institution that displays the Visa logo.

Delay in notifying us may increase your liability.

3.6 If a card is used (in cases not involving an ATM) without your authority or the authority of an additional cardholder, you may be liable for that use before you advise us about it, up to your credit limit.

3.7 If the card is used (in cases involving an ATM) without your authority or the authority of an additional cardholder, your liability is set out in Teachers Mutual Bank's Conditions of use - Accounts and access document.

## 4. Additional cardholders

4.1 Teachers Mutual Bank may issue an additional credit card to any person you nominate, provided that person is over the age of 18 years.

4.2 You are responsible to Teachers Mutual Bank for the operation by an additional cardholder of the credit card account. If any additional cardholder does not comply with the credit card contract, you will be liable to Teachers Mutual Bank. You should therefore ensure that each additional cardholder receives a copy of the credit card contract and reads and understands it.

4.3 You acknowledge and agree that any additional cardholder can:

- operate the credit card account in the same way that you can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive an additional credit card); and
- access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.

4.3.1 You can cancel the additional card by notifying us in writing. Please either destroy the additional card or return the additional card to us. You should take all reasonable steps to have the additional card returned to us. If you cannot retrieve or destroy the additional card you should ask us to put a stop on the card account.

4.3.2 You will not be liable for the continued use of the additional card from the date you have advised us that you want it cancelled and have taken all reasonable steps to have the additional card returned to us. What constitutes taking all reasonable steps will vary depending on the particular circumstances. At a minimum it will require you to contact the additional cardholder, if at all possible, and request them to surrender the additional card to you.

## 5. Credit limit

5.1 Your credit limit is set out in the letter of offer. You can ask us to increase the credit limit at any time. Teachers Mutual Bank is not required to agree to any such request.

5.2 Your credit limit is the maximum amount of credit you may obtain on your account. Your account balance must not exceed your credit limit. Any amount in excess of the credit limit must be paid to us immediately.

5.3 We may reduce the credit limit on 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.

5.4 Any withdrawal, transfer or payment from the credit card account will be made firstly from any positive balance (indicated by 'Cr' on your statement) and secondly from any available credit in the credit card account.

## 6. Using the credit card account

- 6.1 You must not use the credit card account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.
- 6.2 The maximum daily ATM cash advance amount for the account is AUD\$1,000. However, some financial institutions may impose a lower maximum and/or a minimum amount.
- 6.3 A cardholder may request a balance transfer in accordance with clause 9.
- 6.4 Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.
- 6.5 We may choose at any time not to authorise a transaction. We shall not be liable to you or anyone else for any loss or damage resulting from our refusal to authorise a transaction and you indemnify us in respect of any such loss.
- 6.6 You agree that Teachers Mutual Bank can debit the credit card account with all transactions authorised by you. Transactions can be authorised by :
- using your credit card, alone or together with your PIN, at any electronic terminal;
  - providing the credit card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to Teachers Mutual Bank, for example, over the phone or online.

- 6.7 You can authorise a transaction for either a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- 6.8 When you authorise a transaction:
- you are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
  - you agree to pay (in Australian dollars) the amount of that transaction; and
  - you agree that we provide you with credit equal to the amount of the transaction on the date on which you make the transaction.

## 7. Authorisations

- 7.1 Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the credit card account for the transaction.
- 7.2 Once the authorisation is obtained, we may reduce the amount of available funds in the credit card account. If the purchase or other transaction is not completed, the amount of available funds in the credit card account may continue to

be reduced for up to five business days after the authorisation is obtained.

## 8. Credit card acceptance

- 8.1 Financial institutions and merchants displaying the Visa symbol will normally honour your credit card. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the credit card.
- 8.2 The price the merchant charges for goods and services purchased using the credit card account may vary from the price a merchant charges for the same goods and services purchased with cash.
- 8.3 Unless required to do so by law, Teachers Mutual Bank does not accept any liability:
- if any financial institution or merchant displaying a Visa symbol refuses to accept or honour a credit card; and
  - for goods and services purchased with a credit card.
- 8.4 Any complaints about goods and services purchased with a credit card must be resolved directly with the merchant concerned.

## Balance transfer

- 9.1 You may transfer the balance of a credit or charge account from another credit provider to your account if we agree to the transfer and if:
- the balance of your account after the transfer will not exceed your credit limit; and
  - the amount transferred is not less than \$500; and
  - your account is not a delinquent account.
- 9.2 We may refuse or limit a transfer at our discretion.
- 9.3 We will not be liable for any overdue payment or interest incurred on the account when transferring the payment to the organisation nominated. You must pay interest charged by us on balance transfers at the applicable annual percentage rate. Interest applies from the date of funding your balance transfer request, until you repay the transferred amount in full.
- 9.4 In authorising us to transfer any funds to pay an outstanding balance from another credit/store card account(s), it is not our responsibility to arrange closure of the account(s). This is your responsibility.
- 9.5 Once your balance transfer has been forwarded to the organisation you have nominated, no responsibility will be accepted by Teachers Mutual Bank for delays in processing the payment.
- 9.6 We may, at our discretion, require you to cancel your credit card or charge account with the transferring credit provider as a condition of transfer.

## 10. Interest

### *Calculating Interest*

10.1 We will calculate interest daily by:

- first subtracting any interest free purchases from the unpaid daily balance of the account at the end of the day;
- and then multiplying that amount by the daily percentage rate.

The Daily Percentage Rate is the Annual Percentage Rate divided by 365.

### *Interest Free Period for Purchases*

10.2 We will not charge interest on purchases if you pay us the closing balance for each statement by the due date on that statement.

The interest free period for purchases starts on the date the purchase first appeared on your statement and ends on the due date for payment on that statement. The maximum length of the interest free period for a purchase is 55 days.

If you do not pay the closing balance for **each** statement by the due date on that statement, the unpaid purchases will not enjoy an interest free period.

### *Debiting Interest*

10.3 We will debit interest on the closing day of each statement period. We will also debit interest on the day we close your credit card account.

## How the Credit Card works

### **Interest on Cash Advances**

We will charge interest on cash advances by applying the Daily Percentage Rate to the unpaid balance of cash advances from the date each cash advance first appeared on your statement until (but not including) the date the cash advance is paid.

### **Interest on Purchases**

We will charge interest on purchases not paid for by the due date by applying the Daily Percentage Rate to the unpaid balance of purchases not paid for by the due date from the date each unpaid purchase first appeared on your statement until (but not including) the date the unpaid purchase is paid.

If you did not pay the closing balance on your previous statement by the due date on that statement, the interest debited on your latest statement may include interest charged (but not previously debited) on unpaid purchases from the previous statement period.

### **Interest on Interest, Fees and Charges**

We will charge interest on interest, fees and charges by applying the Daily Percentage Rate to the unpaid balance of interest, fees and charges from the date each interest, fee or charge first appeared on your statement until (but not including) the date the interest, fee or charge is paid.

## 11. Interest rates

The annual percentage rate that applies to the account is set out in the letter of offer. When Teachers Mutual Bank has approved your credit card application, we will advise you of the annual percentage rate used to calculate the interest charges on the credit card account.

The statement of account also sets out the annual percentage rate. If any changes are made to the annual percentage rate, you will be given notice in accordance with clause 22.

## 12. Fees and charges

12.1 Teachers Mutual Bank reserves the right to charge the credit card account with fees and charges for the provision and operation of the credit card account. The fees and charges applicable to the credit card account are those shown in the letter of offer and in Teachers Mutual Bank's Fees and charges brochure as varied from time to time.

12.2 Teachers Mutual Bank is also irrevocably authorised to debit any applicable credit fee or charge to the credit card account.

12.3 The monthly statement of account will detail all fees and charges applied to the credit card account during the relevant statement period.

12.4 Any government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from your credit card account will be payable by you.

12.5 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 14.

12.6 All fees and charges debited to your account will be payable by you in accordance with clauses 15 and 16.

## 13. Monthly statement

13.1 We will send you a statement of account each month where there is any financial activity or a balance outstanding on the account.

13.2 Each debit and credit to your account takes effect on the date we assign to it which may not be the date on which it is processed and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.

13.3 You should check each statement of account and tell us before its due date of any entry in the statement which you dispute.

13.4 You may request a copy of any statement of account at any time subject to any fee payable under this contract.

## 14. Using the card outside Australia

14.1 All transactions made overseas on the Visa card will be converted into Australian currency by Visa AP (Australia) Pty Ltd, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).

- 14.2 All transactions made overseas on the Visa card are subject to a conversion fee equal to 2.45% of the value of the transaction and payable to Cuscal Limited, the principal member of Visa AP (Australia) Pty Ltd under which we can provide you with the card. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- 14.3 Some overseas merchants and automatic teller machines charge a surcharge for making an EFT transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 14.4 Before travelling overseas, you or an additional cardholder should consult us to obtain Visa card hotline telephone numbers for the country of destination.
- 14.5 A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.
- the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as "overdue amount due now" in the statement of account).
- 15.2 You must also pay us by the statement due date the amount of a minimum monthly payment (if any) for the month in respect of which the statement of account is issued. The minimum monthly payment for that month will be:
- 3% (rounded up to the nearest dollar) of the closing balance.
- 15.3 Your statement of account will include all amounts owing under clause 15.1 and 15.2 in the "Minimum payment due" amount on the statement.
- 15.4 You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 15.1 and 15.2. Subject to clause 10, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain transactions.
- 15.5 A payment to the account can only be made in Australia and in Australian dollars.
- 15.5.1 If you will be overseas when a payment is due, it will be necessary for you to arrange for payments to be made to the account in Australia in your absence.
- 15.6 Please note that a reversal or refund of charges to the credit card account is not a payment to the credit card account.

## 15. Payments

- 15.1 You must pay us immediately upon receipt of your statement of account:
- the amount (if any) by which the closing balance exceeds the credit limit; and

- 15.7 A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the statement due date. (The proceeds of any payment made by cheque or other instruction will not be available to increase your available credit amount until honoured).
- 15.8 If the statement due date is not a business day, the payment must be made on or by the last business day immediately before the statement due date.
- 15.9 If your cheque or other payment instrument is not honoured in full when first presented or if your payment through the Bank@Post™ system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee.
- 15.10 We may process transactions received by us on a particular day in any order we see fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day.

## 16. Application of payments

We will apply your payments to the closing balance in the latest statement and to amounts included in that balance that attract a higher annual percentage rate first.

If your payment exceeds the closing balance of the account, we will apply the payment in excess of the closing balance to amounts that attract a higher interest first.

## 17. Default

- 17.1 You will be in default under this contract if you:
- fail to pay us any amount when it is due;
  - exceed your credit limit;
  - fail to comply with any of your other obligations under the contract; or
  - give us incorrect or misleading information in connection with this contract.
- 17.2 If you default we may (subject to clause 17.3)
- cancel all cards;
  - require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
  - exercise any other rights that the law gives us;
  - require you to pay us on demand all enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.
- 17.3 Our right to take action against you under clause 17.2 may be subject to a requirement of the Credit Code that we first give you a notice requiring you to remedy the default. If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end

of the time allowed by that notice, you have remedied that default but have committed another of the same type.

- 17.4 If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, you must pay us interest on that amount daily until paid at the Judgement Rate of interest determined by the Courts.

## **18. Cancellation of the card by us**

- 18.1 Credit cards remain the property of Teachers Mutual Bank at all times.

- 18.2 We reserve the right to close any credit card account at any time:

- without prior notice if:
  - i. we believe that use of the credit card or the credit card account may cause loss to you or to Teachers Mutual Bank (for example, if you are in default under the credit card contract or under the Conditions of use applicable to another credit facility provided by Teachers Mutual Bank to you);
  - ii. the credit card account is an inactive account;
  - iii. the credit limit has been exceeded. (Note that we may elect not to close a credit card account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing a credit card account whenever the credit limit has been exceeded); or

If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

- 18.3 If the credit card account has a credit balance when the credit card account is closed, we will:

- credit the credit balance to any other account held by you with Teachers Mutual Bank, or send you a corporate cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

- 18.4 Teachers Mutual Bank will not cancel any individual credit card(s) without good reason. We reserve the right to cancel any credit card at any time without prior notice if:

- we believe that use of the credit card may cause loss to you or to Teachers Mutual Bank; or
- the credit card account has been closed.

## **19. Cancellation of the card by you**

- 19.1 You may close the credit card account at any time by making a written request to us for closure of the credit card account. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

- 19.2 You may cancel any credit card linked to the credit card account (including any additional card at any time by making a written request to us for cancellation of that credit card.

19.3 Written requests should be mailed to the postal address at the back of this booklet or submitted to either of our branches.

19.4 If the credit card account has a credit balance when the credit card account is closed, we will:

- credit the credit balance to any other account held by you with Teachers Mutual Bank, or send you a corporate cheque for the closing credit balance of the account (unless those funds have been remitted as unclaimed money in accordance with the law).

## **20. When a credit card has been cancelled**

20.1 When we cancel a credit card or we receive instructions from you to cancel a credit card:

- we will write to confirm cancellation details with you; and
- the credit card (and any additional card) must not be used and must be destroyed or returned to us cut in half. You should make all reasonable steps to retrieve additional cards from the additional cardholder.

20.2 You will continue to be liable for any of the following transactions on your account:

- transactions made before we process your termination request;
- any transactions debited to the credit card account in accordance with any regular payment or any other authorised link to the credit card account until the regular payment or authority is cancelled

in accordance with the credit card contract; and

- you must continue to make payments to the credit card account in accordance with the credit card contract.

20.3 You must continue to make payments to the credit card account in accordance with the credit card contract.

20.4 Any regular payment must be cancelled directly by you with the other party. See Conditions of use - Accounts and access for other important information regarding regular payments.

## **21. Change of address**

You must tell us by written notice, fax or telephone promptly if you change your address.

## **22. Changes to the contract**

22.1 We may change the contract or any part of it at any time without your consent including:

- changing the annual percentage rate;
- changing the method of calculating the minimum monthly repayment;
- changing the frequency of any payment;
- changing the amount or frequency of payment of any fee or charge;
- imposing a new fee or charge;
- reducing (but not increasing) the credit limit;

- changing the method of calculating or debiting interest, and
- introducing a default rate of interest.

22.2 We will give you notice of any change in accordance with any requirement of the Credit Code or any other Code or law which may apply. For example, we will give you:

- notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
- at least 20 days written notice of any change in the frequency or time for payment or change in our method of calculating the minimum monthly payment; and
- at least 30 days (or such lesser period as may be set by the Credit Code) written notice of:
  - a) any change in the manner in which interest is calculated or the annual percentage rate is applied;
  - b) any change in the amount, frequency or time for payment of a credit fee or charge;
  - c) the imposition of a new fee or charge;
  - d) any other change to the contract which increases your obligations or reduces the time for any payment.

22.3 We will supply information on current interest rates and fees and charges on request.

## 23. Card renewal

We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this contract.

## 24. No waiver

We may, in our sole discretion, waive a fee upon any incidence of it being incurred, without prejudice to our right to change that fee or any other on any subsequent occasion that it is incurred.

## 25. Assignment

We may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment. You may not assign or otherwise deal with your rights under this contract without our consent.

## 26. Commissions and related payments

26.1 Various amounts of commissions, fees and charges may be paid to or by Teachers Mutual Bank when you use your credit card. These include an amount, which may be received by Teachers Mutual Bank from a merchant or a merchant's bank for Teachers Mutual Bank paying debts incurred by you. This amount is unascertainable at the time of entering the credit card contract.

26.2 If you take out credit card insurance (a form of consumer credit insurance) Teachers Mutual Bank may receive a commission from your insurer for the introduction of insurance business. The commission is a percentage of the premium paid by you.

## 27. Evidence

You agree that a sales voucher or other record of a transaction provided to you by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless the contrary is established, it is conclusive evidence.

## 28. Credit Code and other codes

28.1 If any provision of the contract is invalid or unenforceable under the Credit Code, it is to be severed from the contract without affecting the validity of the remainder.

28.2 The relevant provisions of the Customer Owned Banking Code of Practice apply to this contract.

28.3 Teachers Mutual Bank warrants that we will comply with the requirements of the ePayments Code.

## 29. Internet banking

29.1 Access to and the use of internet banking is governed by Teachers Mutual Bank's Conditions of use - Accounts and access document.

## 30. BPAY®

30.1 This clause applies if you or an additional cardholder requests us to

make a payment through the BPAY® scheme and on your account. A request made by an additional cardholder is treated as having been authorised by you (see clause 4.2).

30.2 You are generally entitled to reverse or chargeback a transaction where you have used your Credit Card to acquire goods or services and the merchant has not provided you with the goods or services you paid for. Reversal and/or chargeback is governed by the operating rules applicable to the Visa credit card scheme.

NOTE: BPAY® payments are irrevocable. BPAY® payments for goods or services using your Credit Card will also be governed by the operating rules applicable to BPAY® as published by BPAY® from time to time. If you use your Credit Card to make a BPAY® payment you do not have the right to reverse the payment or chargeback the transaction, notwithstanding that the merchant failed to deliver the goods and/or services to you.

30.3 If there is any inconsistency between the BPAY® conditions of use and the Credit Card terms and conditions, the BPAY® conditions of use as set out in the Conditions of use - Accounts and access brochure, will apply to the extent of that inconsistency.

30.4 ePayments Code does apply in relation to BPAY® payments. Please refer to the Conditions of use - Accounts and access document for the complete BPAY® conditions of use.

## 31. Information Statement

The Credit Code requires us to give you this statement. References in it to the “credit provider” are references to us (Teachers Mutual Bank).

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

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider’s external dispute resolution scheme, or get legal advice.

### The contract

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

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

- your contract is entered into; or
- you make an offer to enter into the contract whichever happens first.

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

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

has previously given you a copy of the contract document to keep.

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

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

#### 3. Can I terminate the contract?

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

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

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

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

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

#### 5. How can I find out the pay out figure?

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example:

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

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

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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Financial Ombudsman Service and can be contacted on 1300 780 808, [www.fos.org.au](http://www.fos.org.au) or 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.

## **Insurance**

#### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot 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 your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

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

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

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

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

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

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

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

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

## **Mortgages**

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says you cannot assign or dispose of the property unless you have your credit provider's or the court's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

**18. What can I do if I find that I cannot afford my repayments and there is a mortgage over the property?**

See the answers to questions 22 and 23.

Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after mortgaged property is sold.

### **19. Can my credit provider take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your contract.

### **20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

### **21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier, which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

### **22. What do I do if I cannot make a repayment?**

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

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

## **General**

### **23. What if my credit provider and I cannot agree on a suitable arrangement?**

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

If the credit provider still refuses your request you can complain to the external

continues on following page

dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

**24. Can my credit provider take action against me?**

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

**25. 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.

## **Complaints**

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

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON 1300 780 808, [www.fos.org.au](http://www.fos.org.au) or GPO BOX 3, MELBOURNE VICTORIA 3001.

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

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**Need more information,  
we're here to help**

**13 12 21**

8am to 7pm, weekdays

9am to 3pm, Saturday

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