

Bankwest Credit Card

**Conditions of Use and Privacy
Statement and Consent to Use
Your Information**

1 July 2010

bankwest



About these Conditions of Use

Your Card Contract comprises:

- (1) these Conditions of Use;
- (2) the Credit Card Schedule; and
- (3) the Credit Card Account Access Conditions of Use.

Before you activate your Card Account you should read all these documents carefully and ensure each Additional Cardholder does likewise. Together these documents contain the information we are required by law to give you and you should keep them for future reference.

This document does not contain all of the information we are required to give you before entering into a credit contract. Other information is contained in the Credit Card Schedule and the Credit Card Account Access Conditions of Use.

You should also read both the Information Statement and the Privacy Statement and Consent to Use your Information, which appears at the end of this document. Copies of the Conditions of Use are available on request from Customer Service Centres or on our website bankwest.com.au.

If you ask the Bank to link your Card to a nominated cheque or savings account, the use of the Card to access that nominated cheque or savings account will not be governed by any of the above Conditions of Use but will be governed by the Bankwest Account Access Conditions of Use. In that event the Card will be treated as a Debit/ Access Card for the purposes of those Conditions of Use.

Postal address for payments

Payments can be mailed to the address shown on your Card Account statement.

Customer enquiries

Please call **13 17 18** or visit bankwest.com.au.

Where to report lost or stolen cards or suspected unauthorised transactions (24 hours):

Within Australia **13 17 18** (cost of a local call)

Outside Australia **+61 8 9449 2840**.

Contents

1. Definitions	1
2. The Card Contract	2
3. Activation and acceptance	3
4. Balance Transfers and Bankwest Card conversion transfers	3
5. Opening a Card Account	4
6. Statements of account	4
7. Changes to your Card Contract	5
7a. Bankwest Lite MasterCard Terms and Conditions	6
8. Changes in your particulars	6
9. Service of notices	6
10. Code of Banking Practice	7
11. Applicable law	7
12. Evidence	7
13. Assignment of rights and disclosures	8
14. Exercise of our rights	8
15. The Card	8
16. Can another person have a Card on your Card Account?	8
17. How do you know the Card is valid?	9
18. Can your Card Account be closed or access to it be cancelled?	9
19. Credit limit	10
20. What happens if the Card is used overseas?	11
21. Can the Card Account have a credit (positive) balance?	12
22. What fees are payable?	12
23. Do you have to pay government fees and charges?	12
24. How are interest charges calculated?	12
25. How much do you have to pay?	15
26. What if you make a payment that is subsequently dishonoured?	16
27. How do we apply payments from you?	16
28. How can you make payments?	16
29. Default	17
30. Is your Card Account secured by mortgage or other security?	18
31. Our right to combine accounts	18
Dispute Resolution Process	19
Information Statement	23
Privacy Statement and Consent to Use Your Information	27

1. Definitions

The following expressions have the following meaning in this document and, except where they are inconsistent with definitions in the Credit Card Account Access Conditions of Use, they have the same meaning in that document:

Additional Cardholder means a person 16 years or over nominated by you and authorised by us to operate your Card Account alone.

Annual Balance Transfer Percentage Rate means the interest rate set out in the Schedule described as such.

Annual Cash Advance Percentage Rate means the interest rate set out in the Schedule described as such.

Annual Fee Free Card means a Card described as such in the Schedule.

Annual Purchase Percentage Rate means the interest rate set out in the Schedule described as such.

Balance Transfer means the transfer by us of any debit balance of a credit card, store card or charge card account held with another Australian financial institution by you or an Additional Cardholder, which you ask us to transfer, and which we agree to transfer, to the Card Account.

Bankwest Card Conversion Transfer means the transfer by us of the entire debit balance of a credit Card Account held with us by you which you ask us to transfer, and which we agree to transfer, to the Card Account except where the Card Account was opened prior to your request for the transfer (as a Bankwest Card Conversion Transfer can only be made to a new, and not an existing, Card Account).

Biller means an organisation who tells you that you can make bill payments to them through the BPAY® scheme. BPAY payment means a payment to a Biller through the BPAY Scheme.

BPAY Pty Ltd means BPAY Pty Limited ABN 69 079 137 518 GPO Box 3545 Rhodes, NSW 2138. Tel: (02) 9646 9222.

BPAY Scheme means the electronic payments scheme through which you can ask us to make payments on your behalf to Billers who advise that payment can be made to them through the BPAY Scheme.

Business Day means a weekday including local public holidays but excluding holidays observed on a national basis.

Card means the Visa or MasterCard® issued by us, including the electronic microchip that may be embedded in the Card.

Card Account means the account we set up to record transactions under the Card Contract.

Card Contract means the contract between you and us comprising these Conditions of Use, the Schedule and the Credit Card Account Access Conditions of Use.

Credit Card Scheme Rules means, as relevant, the Credit Card rules of Visa Inc or MasterCard International Incorporated.

Merchant means a supplier of goods or services.

National Credit Code means Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) and includes any instruments made under that Schedule and regulations made under that Act for the purposes of that Schedule.

Nominated Account means an account with us, other than the Card Account or any other credit card account with us, which you nominate and which we authorise you to access by using your Card in accordance with the Bank's 'Account Access Conditions of Use'. Additional Cardholders will have automatic authority to operate the Nominated Account in their own right.

Schedule means the Credit Card Schedule provided to you, which contains the financial table, and forms part of your Card Contract.

Unauthorised means without the knowledge or consent of a User.

User means you and/or any Additional Cardholder.

we and **us** means the Bank of Western Australia Ltd ABN 22 050 494 454 AFSL 236872 of 108 St Georges Terrace, Perth, Western Australia and includes its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning.

you means the holder of the Card Account. Any other grammatical form of the word 'you' has a corresponding meaning.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

2. The Card Contract

The Card is offered to you on the terms set out in these Conditions of Use, the Schedule and the Credit Card Account Access Conditions of Use. The terms govern the use of the Card and all transactions on the Card Account.

You will be bound by the terms if you accept the offer in accordance with Clause 3.

If we allow the Card to be used to access a Nominated Account, the use of the Card and transactions on the Nominated Account will be governed by the Bankwest Account Access Conditions of Use. In that event the Card will be treated as a Debit/Access Card for the purposes of those Conditions of Use.

3. Activation and acceptance

Users cannot transact (including by use of the Card) on the Card Account until the Card Account is activated by you.

For Users to use the Card to transact on the Card Account, Users will need to activate the Card when received by phoning us on the number we give you for that purpose. Activation by you of your Card will activate the Card Account.

To transact on the Card Account before the Card is issued and/or activated, for example to effect a Bankwest Card Conversion Transfer, you will need to activate the Card Account in the manner we tell you.

By you activating your Card Account (including by activating your Card), you agree to:

- the terms of the Card Contract; and
- (if you have not already signed our Privacy Statement and Consent to Use Your Information document), the Privacy Statement and Consent to Use Your Information set out at the end of this document.

4. Balance Transfers and Bankwest Card conversion transfers

You may at any time request us, and we may agree, to a request by you to a Balance Transfer or to a Bankwest Card Conversion Transfer provided that the User is not in default of the terms and conditions applicable to the account from which the transfer is made.

A Balance Transfer request will only be processed up to 95% of the approved credit limit. We will process Balance Transfers and Bankwest Card Conversion Transfers in the order that you request them and we will not be responsible for any delay or any charges in connection with processing a request for a Balance Transfer.

Neither a Balance Transfer nor a Bankwest Card Conversion Transfer can be requested by an Additional Cardholder.

If we agree to process a Bankwest Card Conversion Transfer, we will, upon completion of the Bankwest Card Conversion Transfer (i.e. on activation of your Card Account), automatically close the Card Account from which the debit transfer is made (the old account). However, we may, for a period, permit Users to use

Cards issued under the old account to effect transactions under your Card Account (i.e. the Card Account the subject of this Card Contract). Once you have received and activated your Card issued under this Card Contract, Users must immediately destroy all Cards issued under the old account.

5. Opening a Card Account

The Card Account is available only to individuals aged 18 years or older and for personal and household (and not investment) purposes.

To open an account you must:

- (a) complete the application process relevant to the card; and
- (b) provide the documents and information we request.

If you have agreed with or represented to us that you will reduce your credit limits for other card(s) you currently hold, immediately after you receive your Card, you are required to:

- (a) close the other card(s); and/or
- (b) apply to reduce the credit limit for the other card(s),

so that the aggregate of all your existing credit limits is reduced by the amount agreed with, or represented to, us. The credit limit we have offered you for the Card Account is conditional on you doing so. You agree to arrange this with your other card issuer(s).

A Card Account for the Bankwest Zero MasterCard, Bankwest Zero Gold MasterCard, Bankwest Zero Platinum MasterCard, Bankwest Lite MasterCard, Bankwest Lite Gold MasterCard, Bankwest Lite Platinum MasterCard, Bankwest More MasterCard, Bankwest More Gold MasterCard or Bankwest More Platinum MasterCard is not available to you, if at any time, you have previously been issued with a Card of that type (including in respect of a closed Bankwest Zero MasterCard, Bankwest Zero Gold MasterCard, Bankwest Zero Platinum MasterCard, Bankwest Lite MasterCard, Bankwest Lite Gold MasterCard, Bankwest Lite Platinum MasterCard, Bankwest More MasterCard, Bankwest More Gold MasterCard or Bankwest More Platinum MasterCard) other than one issued to you as an Additional Cardholder.

6. Statements of account

We will send you a statement of account on your Card Account at least every 6 months, and you will be sent a statement in each month where there is any activity on your Card Account or a balance outstanding on the Card Account. You may also request a statement at any time by calling us.

If you are receiving Card Account statements only every 6 months, you may request us to provide you with more frequent Card Account statements. We may charge a fee for responding to any request by you to provide more frequent Card Account statements or copies of your Card Account statements.

Amounts shown on your Card Account statement will be expressed in Australian currency.

It is your responsibility to check your Card Account statement carefully as soon as you receive it and immediately notify us of any errors or Unauthorised transactions. Should you have any enquiries concerning your Card Account you must follow the procedures set out in the Credit Card Account Access Conditions of Use.

So that you can check your Card Account statements, you are required to keep copies of all vouchers, docketts, receipts and transaction records.

7. Changes to your Card Contract

Subject to the Credit Card Account Access Conditions of Use, we may change your Card Contract at any time without your consent, including:

- changing an annual percentage rate;
- changing the amount, frequency, time for payment or method of calculating any minimum payments;
- changing the amount of, or frequency or time for, payment of any fee or charge;
- imposing a new fee or charge;
- reducing (but not increasing) the credit limit; and
- changing the method of calculating or debiting interest.

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

- (a) notice of an increase in an annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
- (b) notice by writing to you at least 20 days before we:
 - change the amount, frequency, the time for payment or method of calculation of any minimum payments, including a change to any interest free period (which does not reduce your obligations or extend the time for payment); or
 - make any other change to the Card Contract which increases your obligations or reduces the time for any payment; and

- (c) at least 20 days notice by writing to you or by newspaper advertisement if we make any change in credit fees and charges which does not reduce your obligations or extend the time for payment.

If we give you notice by newspaper advertisement, or if we make any change to credit fees and charges or minimum payments which reduces your obligations or extends the time for payment, we will provide you with particulars of any such change when your next Card Account statement is sent after the changes take effect.

Circumstances where we may make changes to your Card Contract include but are not limited to those where there are:

- changes in the cost of providing credit to you;
- changes in legal or other regulatory requirements affecting us;
- changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes to the Card Contract notified to you under this Clause 7, you may pay us the amount required to pay out your Card Contract on the day you wish to end the Card Contract.

7a. Bankwest Lite MasterCard Terms and Conditions

Notwithstanding Clause 7, we guarantee that the Annual Purchase Percentage Rate on the Bankwest Lite MasterCard will be in the lowest quarter of all ongoing (not introductory) rates offered that day in the Australian market for unsecured credit card accounts as presented on the 'selected credit cards' survey screen at www.canstar.com.au. Despite any other condition on your Bankwest Lite MasterCard account, we promise to give you at least 3 months notice in writing before we withdraw or reduce the guarantee.

8. Changes in your particulars

You must inform us immediately of a change in your name or address. You can do this by calling us. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

9. Service of notices

Whenever we send you a letter, notice or statement, we will do so by mail addressed to you at your last known address.

If you agree, we may provide such communications to you by:

- electronic communication to your nominated electronic address; or
- making the information available on our website after first notifying you by electronic communication to your electronic address that the information is available for retrieval by you.

Should we communicate with you by electronic communication, the communication will be deemed to have been received by you when the electronic communication enters either your or your internet service provider's information system.

You may at any time, by notice to us, terminate your agreement to receive information by electronic communication, or via our website or change your email address.

10. Code of Banking Practice

The Code of Banking Practice applies to your Card Contract. General descriptive information about our banking services is available on request in the form of our Banking Services Rights and Obligations brochure. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, and on the advisability of you reading the terms and conditions applying to our banking services and of informing us promptly when you are in financial difficulty.

11. Applicable law

If when you accept our offer you are ordinarily resident in an Australian State or Territory, then your Card Contract is subject to the laws of that State or Territory. Otherwise your Card Contract is subject to the laws of the State or Territory in which we first provide credit to you.

12. Evidence

You agree that a sales voucher, or any other record of a transaction provided to a User by a Merchant, is evidence of the transaction and of the amount shown, even if it is not signed by the User, unless the contrary is established.

Further, you also agree that any statement (including, but not limited to, a statement of account or a default notice) that has been given to you by us or a person acting on our behalf, is evidence of any fact or matter stated in the statement, unless the contrary is established.

13. Assignment of rights and disclosures

This Card Contract cannot be assigned by you without our prior written consent.

We may assign, transfer or otherwise deal with our rights under this Card Contract. This will not affect your rights or obligations under the Card Contract.

You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned Card Contract and assess your total liabilities to us and any related entity.

14. Exercise of our rights

We may exercise any right, remedy or power in any way we choose. If we decide not to exercise a right, remedy or power this does not mean we cannot exercise it later.

15. The Card

We may issue a Card to you and, at your request, to any Additional Cardholders you nominate.

Each Card is our property, and remains so at all times.

16. Can another person have a Card on your Card Account?

You can ask for up to three other people to have an additional Card for the purpose of operating your Card Account alone. If an additional Card is issued to such a person, all transactions authorised by the Additional Cardholder will be treated as having been authorised by you and you will be responsible for them.

You can cancel an Additional Cardholder's authority to operate your Card Account by written request and by either;

- returning their Card to us;
- satisfying us that the Card has been destroyed;
- satisfying us that you have taken all reasonable steps to procure its return to us; or
- requesting us to close your Card Account in accordance with Clause 18.

Until then, you will remain liable for the transactions of the Additional Cardholder.

Additional Cardholders may request information about your Card Account (e.g. your Card Account balance and amount of available credit) at any time but they cannot authorise any changes to your Card Account (e.g. increase the credit limit, change the address or ask for replacement Cards).

You agree that you are responsible to ensure that Additional Cardholders comply with the terms of the Card Contract.

17. How do you know the Card is valid?

For a Card to be valid it must carry the User's signature, and it can only be used between the validity dates stated on it or, if the Card only states an expiry date, it can only be used until the expiry date. A Card which has expired must be destroyed. We may, at our discretion, issue a User with a replacement Card if the current Card expires. The use of the replacement Card will be subject to these Conditions of Use.

18. Can your Card Account be closed or access to it be cancelled?

- (a) You may close your Card Account by:
- giving us notice in writing; and
 - returning all Cards (cut in half) or satisfying us that all Cards have been destroyed; and
 - paying any outstanding amount in full, including transactions, interest charges and fees and charges not yet showing on your Card Account.
- (b) We may close your Card Account when it has a credit (positive) balance by giving reasonable notice and paying you the amount of the credit balance.
- (c) We may decide at any time without prior notice and whether or not you are in default:
- not to provide you with further credit; and/or
 - to cancel any Cards.

We will advise you if we do so.

If we decide not to provide you with any further credit (and whether or not we have cancelled your Card):

- no further credit will be provided under the Card Contract but your obligations under this Card Contract will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts that you become liable to pay under the Card Contract and which are not yet debited to the account);
- unless we have demanded that you repay the entire outstanding balance of your Card Account as contemplated in paragraph 25, you must pay the minimum payments due each month, and Card Account statements will continue to be issued until the outstanding balance on your Card Account has been reduced to nil; and
- you must ensure that the use of all Cards ceases immediately upon notice of that event and must return to us all Cards (cut in half), or satisfy us that all Cards have been destroyed.

- (d) If your Card Account is closed, or we decide not to provide you with any further credit (and whether or not we have cancelled your Card), you must also cancel any Direct Debit Request or other periodical debit authority operating in respect of the Card Account. We will accept any instruction from you to cancel a Direct Debit Request or periodical debit authority and will act on that instruction by promptly informing the appropriate parties. However, we suggest that you also direct any instruction to cancel a Direct Debit Request or periodical debit authority to the Merchant.
- (e) If we cancel a Card you may request a replacement Card. However, we will not provide you with a replacement Card if we have decided not to provide you with further credit.
- (f) We may suspend or deny electronic access to the Card Account in accordance with the Credit Card Account Access Conditions of Use.

Care! If your Card gives you access to a Nominated Account and your Card is cancelled, you will no longer have Card access to that account.

19. Credit limit

Your credit limit is the amount specified as the credit limit in the Schedule or such other amount as we may authorise.

Subject to any daily or other transaction limits, you may draw down credit up to your credit limit.

The balance of your Card Account must not exceed your credit limit, without our approval. If your credit limit is exceeded without our approval we may charge you an Over the Limit Administration Fee that is described in the Schedule.

Your credit limit does not change simply because we may debit an amount to your Card Account that causes the account balance to exceed your credit limit.

We will only increase your credit limit at your request or with your written consent.

We can, however, reduce your credit limit at any time, whether or not you are in default under the Card Contract and without prior notice to you. We will advise you if we do so.

We may, from time to time, set a minimum credit limit for all Cards.

Although you may seek to reduce your credit limit at any time, if you seek to reduce your credit limit below such a minimum, we may close, or ask you to close, the Card Account. We reserve the right not to increase the credit available to you by the amount of a payment until we receive value for the payment (for example when a cheque is cleared) and we determine that its value is available to you.

20. What happens if the Card is used overseas?

If a User uses their Card outside Australia, all charges, purchases and/or cash advances in foreign currency are converted, before they are listed on your Card Account statement, from foreign currency to Australian currency as follows:

Visa

Visa transactions that are made in	Are converted
United States dollars, Canadian dollars, New Zealand dollars, Singapore dollars, Pounds sterling, Euros and Japanese yen	into Australian dollars;
in any other foreign currency	into United States dollars and then converted into Australian dollars

The exchange rate used by Visa Inc will be selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa itself receives. For all transactions occurring outside Australia (whether effected in foreign or Australian dollars) we will charge the Foreign Transaction Fee described in the Schedule.

MasterCard foreign currency transactions are converted from foreign currency into United States dollars and then converted into Australian dollars by MasterCard International Incorporated at a wholesale exchange rate selected by MasterCard International Incorporated on the processing date, which may differ from the rate applicable to the date the transaction occurred and that applicable to the date the transaction was posted. For all transactions occurring outside Australia (whether effected in foreign or Australian dollars) we will charge the Foreign Transaction Fee described in the Schedule.

21. Can the Card Account have a credit (positive) balance?

The Card Account can have a credit (positive) balance. If it does, you may access that credit (positive) balance in addition to your credit limit. Withdrawals will first reduce that credit (positive) balance.

We do not pay interest on the credit (positive) balance of a Card Account.

22. What fees are payable?

You must pay us the fees and charges in the amounts and at the times set out in the Schedule or otherwise in the Card Contract. We may debit the fees and charges to your Card Account and they will appear on your Card Account statement.

Other fees may apply to specific services you may request outside the Card Contract. For further information on our fees, call us.

23. Do you have to pay government fees and charges?

You are responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to your Card Contract, the supply or use of your Card or transactions debited or credited to your Card Account. You must pay us the amounts, calculated by the methods adopted from time to time in accordance with relevant legislation, whether or not you are liable for them under that legislation. We may debit them to your Card Account on the last day of the statement period and they will appear on your Card Account statement.

24. How are interest charges calculated?

The Annual Purchase Percentage Rate, the Annual Balance Transfer Percentage Rate and the Annual Cash Advance Percentage Rate that apply to this Card Contract are set out in the Schedule.

The Annual Purchase Percentage Rate will apply to:

- purchases;
- fees and charges (including credit fees and charges but excluding a Cash Advance Fee);
- enforcement expenses;
- BPAY payments from the Card Account;
- any part of the amount of a Bankwest Card Conversion Transfer which relates to such transactions;

- any other transaction or component of the closing balance on your statement of account which is identified as attracting the Annual Purchase Percentage Rate by the Merchant category code supplied to us by MasterCard or Visa; and
- any interest charges debited in respect of such items.

The items to which the Annual Purchase Percentage Rate applies are, for the purpose of this clause, referred to as the 'Annual Purchase Percentage Rate items'.

The Annual Balance Transfer Percentage Rate will apply to all:

- Balance Transfers;
- any part of the amount of a Bankwest Card Conversion Transfer which relates to a Balance Transfer; and
- any interest charges debited in respect of such items.

The items to which the Annual Balance Transfer Percentage Rate applies are, for the purpose of this clause, referred to as the 'Annual Balance Transfer Percentage Rate items'.

The Annual Cash Advance Percentage Rate will apply to all other amounts we debit to the Card Account, including (but not limited to):

- cash advances;
- Cash Advance Fee;
- Pay Anybody transfers;
- any other transactions or component of the closing balance on your statement of account which is identified as attracting the Annual Cash Advance Percentage Rate by the Merchant category code supplied to us by MasterCard or Visa (e.g. certain transactions at Australia Post or suppliers of traveller's cheques); and
- any interest charges debited in respect of such items.

The items to which the Annual Cash Advance Percentage Rate applies are for the purposes of this clause, referred to as the 'Annual Cash Advance Percentage Rate items'.

For the purposes of this clause, all purchases for gaming or gambling transactions such as gambling chips purchases, and online gambling purchases will be treated as 'cash advances' and the Cash Advance Fee and Annual Cash Advance Percentage rate will apply to them.

The Schedule may provide that an introductory Annual Purchase Percentage Rate or an introductory Annual Balance Transfer Percentage Rate applies to your Card Account for an introductory period. No introductory annual percentage rate will apply to Bankwest Card Conversion Transfers.

For the purposes of this clause, **the purchase daily percentage rate** is calculated by dividing the Annual Purchase Percentage Rate by 365 (or 366 if it is a leap year). The **Balance Transfer daily percentage rate** is calculated by dividing the Annual Balance Transfer Percentage Rate by 365 (or 366 if it is a leap year). The **cash advance daily percentage rate** is calculated by dividing the Annual Cash Advance Percentage Rate by 365 (or 366 if it is a leap year). The **unpaid daily balance** is the unpaid balance of your Card Account at the end of each day and the **average unpaid daily balance** is the total of the unpaid daily balances for each day in the statement period of the relevant month divided by the total number of days in that whole period. If your Card Account has a credit (positive) balance on any day, the unpaid daily balance for that day is zero for the purpose of the calculation of interest charges. In other words, where your Card Account has a credit (positive) balance, our interest charges will not apply to debits to your Card Account for the period that the Card Account remains in credit.

Interest charges are calculated as follows:

- (a) Except for Annual Fee Free Cards, we will not charge interest on Annual Purchase Percentage Rate items listed on a Card Account statement if you pay in full the closing balance of that Card Account statement and have also paid in full the closing balance of the immediately preceding Card Account statement, in each case by the due date shown on the relevant Card Account statement.
- (b) Subject to (a) above, we charge interest on the amount of any Annual Purchase Percentage Rate item from the assigned date relevant to that item until the item is paid in full. Interest is calculated monthly by applying the purchase daily percentage rate to the average unpaid daily balance of your Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period. The assigned date for the purposes of this paragraph (b) is:
 - for purchases and BPAY payments, the date on which the transaction is made or the opening date of the statement of account on which the transaction is debited (whichever is the later); and
 - for any other Annual Purchase Percentage Rate item, the date the item is debited to the Card Account.

- (c) We charge interest on the amount of any Annual Balance Transfer Percentage Rate item from the date the item is debited to your Card Account until paid in full. Interest is calculated monthly by applying the Balance Transfer daily percentage rate to the average unpaid daily balance of your Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period.
- (d) We charge interest on the amount of any Annual Cash Advance Percentage Rate item from the assigned date relevant to that item until that item is paid in full. Interest is calculated monthly by applying the cash advance daily percentage rate to the average unpaid daily balance of your Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period.

The assigned date for the purposes of this paragraph (d) is:

- for cash advances, Pay AnyBody transfers and any other transfers (excluding Balance Transfers and B_{PAY} payments), the date on which the transaction is made, or the opening date of the statement of account on which the transaction is debited (whichever is the later); and
- for any other Annual Cash Advance Percentage Rate item, the date that the item is debited to the Card Account.

We may at any time calculate interest in a manner more favourable to you than provided for in this clause but such action will not estop us from exercising our rights under this clause in respect of subsequent calculations.

Interest charges that accrue during your statement period will be debited to your Card Account statement on the last day of the statement period.

25. How much do you have to pay?

You must pay the minimum payment as shown on your Card Account statement by its due date.

The amount of minimum payment required or how it is calculated is set out in the Schedule. You may pay more of the closing balance if you wish. In addition, at any time, we may demand that you pay the entire outstanding balance of your Card Account.

If your Card Account statement refers to an 'Amount Due Immediately', you must also pay that amount immediately on receipt of your Card Account statement.

All payments must be made in Australian currency. Deposits and payments will not be treated as being received until their value is credited to your Card Account.

26. What if you make a payment that is subsequently dishonoured?

If a payment is subsequently dishonoured, we will debit the Card Account by the value of the dishonour, as at the date that the payment was credited, and a fee may be charged.

27. How do we apply payments from you?

We reserve at all times the right to apply your payments to any amounts debited to your Card Account in any order we think fit. Generally these payments will be applied to the amounts debited to your account in the following order:

- (1) interest amounts that appeared on statements we have issued
- (2) fees that appeared on statements we have issued*
- (3) transactions that appeared on statements we have issued^
- (4) interest amounts in relation to which we have not yet issued a statement
- (5) fees in relation to which we have not yet issued a statement*
- (6) transactions in relation to which we have not yet issued a statement^.

Within each of these steps, payments are first applied to the amounts which attract the lowest annual percentage rate and then in ascending order up to the amounts which attract the highest annual percentage rate.

If you have more than one credit contract with us and you make a payment to us, then if you do not tell us in writing how the payment is to be applied, we will apply it to any or all of the credit contracts as we think fit.

28. How can you make payments?

You can make payments to your Card Account:

- via Phone Banking or Bankwest Online Banking;
- by BPAY payment or pursuant to a Direct Debit Services agreement you make with us;
- by mail to the address on the Card Account statement; and
- at any of our Customer Service Centres, authorised agents and selected Bankwest ATMs.

* Fees include but are not limited to annual/quarterly fees, loyalty fees, late fees, over limit fees, cash advance fees and credit card protection premiums.

^ Transactions include purchases, Balance Transfers and cash advances.

We will process payments to your Card Account as soon as practicable.

Care! The value of payments made to your Card Account may not be credited to your account, nor therefore treated as received by us, on the day of lodgement. The processing may take a number of days.

29. Default

You are in default if:

- a minimum payment is not made on time;
- the balance of your Card Account exceeds the credit limit; or
- a User does not comply with any other terms of this Card Contract.

If you are in default we may send to you a default notice specifying the details of the default, how it may be corrected, and how long you have to correct it.

If you do not remedy the default within the time specified in the default notice, then we may cancel all Cards and exercise our rights under this Card contract and at law.

You are also in default if we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Card Contract. In this case we need not give you a default notice as described above. All amounts you owe us (including amounts which have been accrued or charged, but not yet debited to your Card Account) will become immediately due and payable on demand. We may cancel all Cards and exercise our rights under this Card Contract and at law.

You must pay to us all reasonable enforcement expenses incurred by us or our agents in exercising our rights because of your default and we may debit them to your Card Account. Interest charges will apply to enforcement expenses until paid in full (see Clause 24). These interest charges will apply at the Annual Purchase Percentage Rate whether or not an obligation to pay us an amount under the contract becomes merged in a court order or judgement.

We may charge you the following fees that are described in the Schedule:

- a Late Payment Administration Fee payable for each statement period that the minimum payment is not processed to your Card Account by the due date; and
- a Notice of Demand Fee payable when we issue a notice of demand to you.

30. Is your Card Account secured by mortgage or other security?

The Card Contract is unsecured. If you have a mortgage or other security with us, then despite what the mortgage or other security says, your Card Contract and your liability to us under your Card Account is not secured by that mortgage or security.

31. Our right to combine accounts

We may at any time without prior notice combine the balances of your Card Account(s) and any other account(s) in your name with us. We may do this if one of your accounts is in debit (e.g. your Card Account) and another is in credit. We will inform you if we exercise our right to combine your accounts.

Dispute Resolution Process

1. How will any errors, mistakes and disputes be handled?

If you believe an entry on your Card Account statement is wrong or Unauthorised you must tell us immediately by:

- telephoning us;
- logging on to our website (bankwest.com.au) and following the procedures set out for disputing a transaction;
- calling into any of our Customer Service Centres; or
- writing to us at the address shown on your Card Account statement containing the suspected error.

You must complete a Bankwest Transaction Dispute Form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by calling us.

To assist in the dispute resolution process, you will need to provide the following information:

- your name, address, credit card number and account details;
- details and amount of the transaction, charge, refund or payment in question; and
- supporting documentation (examples being: credit card receipt, delivery advice).

We will notify you of the name and contact number of the officer investigating your dispute. We will contact you if we require further information, and you must supply this information within 10 Business Days.

We have the right under the Credit Card Scheme Rules to seek the reversal of a credit card transaction, involving a 'chargeback' or debiting of the credit card transaction to the Merchant's account with its financial institution. We may do so on certain grounds, for instance if you claim that an Unauthorised mail or telephone transaction, in which you or any Additional Cardholder did not participate, has been debited to your Card Account.

We will claim a chargeback right where one exists under the Credit Card Scheme Rules. Please note, however, that no chargeback right will exist in relation to B_{PAY} payments from your Card Account. We will use our best efforts to chargeback a disputed transaction for the most appropriate reason. This does not mean that the disputed transaction will necessarily be charged back.

The Merchant's financial institution must first accept the claim in order for your claim to be successful. If the Merchant's financial institution rejects a chargeback, we will not accept that rejection unless we are satisfied that the rejection is reasonable and is consistent with the Credit Card Scheme Rules.

You should make every effort to report a disputed transaction by completing the Bankwest Transaction Dispute Form within 14 days of the date of the account statement which itemises the disputed transaction, so that we may reasonably ask for a chargeback where such right exists.

Failure to report a disputed transaction, charge, refund or payment, and/or provide additional information within this timeframe could affect our ability to claim a chargeback right (if any) under the Credit Card Scheme Rules.

These rules all impose time limits on reporting disputed transactions, charges, refunds or payments.

In certain circumstances where the EFT Code applies, there may be no such timeframes imposed upon your right to make a claim or report a disputed transaction.

1.1 If we are unable to resolve the matter immediately to both your and our satisfaction we will advise you in writing of our procedures for further investigation and handling of your complaint.

1.2 Within 21 days of receiving your complaint, we will advise you in writing of either:

- the outcome of our investigation; or
- the fact that we need more time to complete our investigation.

We will complete our investigation within 45 days of receipt of your complaint unless there are exceptional circumstances.

1.3 Subject to Clause 1.4, if we are unable to resolve your complaint within 45 days we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of our investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

1.4 If we resolve your complaint by exercising our rights under the Credit Card Scheme Rules we will:

- apply the time limits under those rules to Clause 1.2;
- comply with Clause 1.3 as if the reference to '45 days' read '60 days' and the reference to 'monthly updates' read 'updates every two months';
- inform you when you can reasonably expect a decision; and
- suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

2. Outcome

On completion of our investigation, we will advise you in writing of the outcome of our investigation and the reasons for our decision, with reference to the relevant provisions of the Credit Card Account Access Conditions of Use and the EFT Code. If we decide that your Card Account has been incorrectly charged or credited, we will adjust your account (including any interest and charges) and notify you in writing of the amount of the adjustment. If we decide that you are liable for all or any part of the disputed transaction, we will supply you with copies of any document or other evidence on which we base our findings if these show that your Card Account has not been incorrectly charged or credited. We will also advise you if there was any system or equipment malfunction at the time of the transaction. We will advise you in writing that, if you are not satisfied with our findings, you may request a review.

3. If you are not satisfied

If you are not satisfied with our findings, you may request our Service Quality Department to review the matter.

Contact them by writing to:

Manager Service Quality
GPO Box E237
Perth WA 6841

or phone or fax to:

Telephone: Freecall 1800 650 111
Fax: 1300 259 233.

When we advise you of our decision we will also advise you of further action you may take in respect of your complaint if you are not satisfied with our decision.

For instance, you may be able to refer the matter (free of charge) to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

or phone or fax to:

Telephone: 1300 780 808
Fax: (03) 9613 6399
Website: www.fos.org.au.

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

4. If we fail to comply with these procedures

If we fail to observe the procedures set out in this clause or the EFT Code for handling disputes, allocating liability or communicating the reasons for our decision and that failure contributes to our decision or delays the resolution of your complaint, we may be liable for part or all of the amount of the disputed transaction.

Information Statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and the Bank. It does not state the terms and conditions of your contract. The references to “the Bank” are references to the Bank of Western Australia Ltd.

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

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

The Bank 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.

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

If you want another copy of your contract, write to us and ask for one. The Bank may charge you a fee but must 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 us so long as:

- you have not obtained any credit under the contract; or
- your Card or Card details have 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 terminate the contract.

4. Can I pay my credit contract out early?

Yes. Pay the Bank 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 the Bank 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 on how the amount is made up.

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

7. Can my contract be changed by the Bank?

Yes, but only if your contract says so.

8. Will I be told in advance if the Bank 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,

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 the Bank. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the Bank's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

The Bank's external dispute resolution provider is the **Financial Ombudsman Service** and can be contacted at:

GPO Box 3

Melbourne Vic 3001

or phone or fax to:

Telephone: 1300 780 808

Fax: (03) 9613 6399

Website: www.fos.org.au.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

10. Do I have to take out insurance?

The Bank 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 Bank 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 consumer credit insurance and the premium is financed by the Bank. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

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?

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

14. What do I do if I cannot make a Card repayment?

Get in touch with the Bank immediately.

Discuss the matter and see if you can come to some arrangement. You can ask the Bank to change your contract in a number of ways. For example to reduce or delay payments for a set time.

15. What if the Bank and I cannot agree on a suitable arrangement?

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

If the Bank still refuses your request you can complain to the external dispute resolution scheme that the Bank belongs to. Further details about this scheme are set out below in question 17.

16. Can the Bank 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 Bank's external dispute resolution scheme or ASIC, or get legal advice.

17. 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 the bank. You must attempt to resolve your complaint with the bank before contacting the bank's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to the bank you can contact the bank'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. The bank's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at:

**GPO Box 3
Melbourne VIC 3001**

or phone or fax to:

Telephone: 1300 780 808

Fax: (03) 9613 6399

Website: www.fos.org.au.

Please keep this information statement. You may want some information from it at a later date.

Privacy Statement and Consent to Use Your Information

This Statement explains how we collect, use and disclose personal information and provides your consent for us to send communications about products/services. Personal information is information about and which identifies an individual, including information about credit worthiness, standing, history and capacity.

When you give us personal information about another person, you represent that you are authorised to do so and agree to inform that person who we are, that we will use and disclose that information for the relevant purposes set out below and that they can access the information we hold about them.

A. Purposes for which we collect and use personal information

- (a) You agree that personal information about you provided to us at any time in connection with this account may be held and used by us to assess and process the application, establish, provide and administer the account and execute your instructions, and, as relevant, to comply with legislative/regulatory requirements, consider any other application you make to us, perform administrative operations, manage our rights and obligations in relation to external payment systems, conduct market/customer satisfaction research, develop, establish and administer alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services, develop and identify services that may interest you, and (unless you ask us not to) tell you about services.
- (b) You agree that in assessing your application we may seek and obtain personal information about you from a credit reporting agency or another financial institution and may give personal information about you to another financial institution.
- (c) We are required by law to collect information to identify and verify you. Also without your information, we may not be able to provide you with this account.
- (d) If we collect sensitive information about you (like membership of a professional association or a criminal record), you consent to its collection.

B. Disclosure of personal information

You agree that we may collect personal information about you from and disclose it to the following, as appropriate: credit reporting agencies, our related bodies corporate, assignees, agents, contractors, external advisers and external identification verification agencies, your agents, including your legal adviser, your executor, trustee, administrator or attorney, your employer/accountant (as relevant), your referees, law enforcement, regulatory and government bodies, debt collection agencies, anyone supplying goods or services to you in connection with a rewards program associated with the Card Account, other organisations with whom we have alliances or arrangements (including rewards programs) for the purpose of promoting our respective products and services (and any agents used by us and our business partners in administering such an arrangement or alliance), other financial institutions, credit providers, payment systems operators, your and our insurers or prospective insurers and underwriters, your current and prospective co-borrowers, sureties, guarantors and co-guarantors, any person considering purchasing or who purchases, funds or manages the loan and their advisers and representatives, any person considered necessary, in our view, to execute your instructions and other organisations (including our related bodies corporate) and their agents for the supply and (unless you tell us not to) marketing of their products and services.

You also agree to such disclosure to an organisation overseas which is not subject to privacy obligations equivalent to those applying to us.

Where you apply for Credit Card Protection, we will disclose your personal information to St Andrew's (being both St Andrew's Insurance (Australia) Pty Ltd.

ABN 89 075 044 656 AFSL 239649 and St Andrew's Life Insurance Pty Ltd ABN 98 105 176 243 AFSL 281731).

St Andrew's collects your information to assess and process your application and provide you with their services. St Andrew's discloses your personal information to organisations in the normal operations of its business, for example, to St Andrew's related companies (including the Bank) and agents and service providers (such as auditors, IT support and mailing houses). In the event of a claim under your policy, your information may be disclosed to other parties including ex-employers, government agencies, claims investigators, other

insurance companies, lawyers, recovery agents, hospitals, doctors, medical specialists or other health professionals. Without your information St Andrew's will not be able to process your application or claim.

C. Access to your personal information, contacting us and contacting you

You may access information we or St Andrew's hold about you at any time in accordance with the Privacy Act 1988. Unless you ask us, by calling **13 17 18**, or St Andrew's by calling **1300 363 159**, not to contact you about products and services and not to disclose your information to others for that purpose, you consent to us and St Andrew's contacting you by telephone while you hold any facility with us notwithstanding registration at any time of your telephone number on the Do Not Call Register.

D. Receiving commercial electronic messages

- (a) You consent to us (and St Andrew's if you apply for Credit Card protection) sending commercial electronic messages (including messages about our services and the products and services of any third party) to any electronic address which you provide or for which you are responsible.
- (b) You warrant that you have the authority, either as or on behalf of the relevant electronic account holder to provide this consent.
- (c) You agree that until you withdraw your consent by providing written notice to us (and/or St Andrew's if relevant) or using an unsubscribe facility in the message, we may continue to send commercial electronic messages to those addresses.

For more information about how we handle personal information, please refer to our Privacy Policy, available from our website bankwest.com.au or by telephoning us on **13 17 18**.

bankwest



bankwest.com.au
13 17 18

Bank of Western Australia Ltd ABN 22 050 494 454 AFSL 236872.
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