

# Credit Cards Conditions of Use

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

18 July 2018

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 a Bankwest Branch or on our website [bankwest.com.au](http://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 PO Box 8411,  
Perth WA 6849.

### **Customer enquiries**

Please call **13 17 19** or visit **bankwest.com.au**.

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

Within Australia **13 17 19** (cost of a local call) Outside  
Australia **+61 8 9486 4130 (To use this reverse  
charges number please contact the international  
operator in the country you are in and request to  
be put through to +61 8 9486 4130. Please note: we  
have no control over any charges applied by the  
local or international telephone company for  
contacting the operator).**

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## 1. Definitions

**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 any non-Bankwest credit card, store card or charge card account held by you or an Additional Cardholder, which you ask us to transfer, and which we agree to transfer, to the Card Account.

**Biller** means an organisation who tells you that you can make bill payments to them through the **BPAY**<sup>®</sup> 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<sup>®</sup> 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.

**Card Contract Variation** means the variation of your Card Contract which you request and we agree to, including changes to the type of Card you have, the interest rate, fees and product features.

**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.

**Easy Instalments Plan** means an arrangement where you request that an agreed balance is to be paid off in a specified number of instalments.

**ePayments Code** means the ePayments Code issued by ASIC.

**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.

**NFC** means near field communication.

**Payment Device** means a NFC enabled payment accessory (other than a Mobile device or Card) including without limitation a ring, key fob or other device which is NFC enabled and which is provided to you and owned by us to make payments from your Card Account.

**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, us, the Bank** or **Bankwest** means Bankwest, a

division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and 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 logging onto Bankwest Online Banking or 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 Card Contract Variation, 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, Easy Instalments Plans and Card Contract Variations

At any time, we may agree to a request by you for a Balance Transfer, Easy Instalments Plan or a Card Contract Variation provided that the User is not in default under the terms and conditions applicable to the account from which the request is made.

A Balance Transfer request will only be processed up to 95% of the approved credit limit. We will process Balance Transfers, Easy Instalments Plans and Card Contract Variations 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 or Easy Instalments Plan.

Neither a Balance Transfer, Easy Instalments Plan nor a Card Contract Variation can be requested by an Additional Cardholder.

If we agree to process a Card Contract Variation, we may, upon completion of the Card Contract Variation, issue a new Card to each User and Card Account number for the Card Account. However, we may for a period, permit Users to use the old Card to effect transactions on your Card Account. If a new card has been received and activated, the User must immediately destroy the old Card.

#### 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).

Cardholders cannot be issued with a Card Account of the same type if they hold a Card Account of the same type unless you are an Additional Cardholder on that Card Account.

## 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, dockets, 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.

## 8. Changes in your particulars

You must inform us immediately of a change in your name or address (including your email address) or mobile telephone number. 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

9.1 Whenever we send you a letter, notice or statement, or otherwise seek to communicate with you, we will do so by any method permitted by law, including by mail addressed to you at your last known address or by the electronic means described in Clause 9.2.

9.2 Where you have given us an email address, mobile phone number or other electronic address for contacting you, you agree that we may satisfy any requirement under this Card Contract or under any law or relevant code of conduct to provide you with information by any of the following means:

- (a) electronic communication to your nominated electronic address;
- (b) making the information available on our website after first notifying you by:
  - › SMS message to a mobile phone number you have given us for contacting you;

- › by electronic communication to any other electronic address you have given us for contacting you, or
  - › push notification from the Bankwest App that the information is available for retrieval by you;
- (c) a SMS text message to a mobile number you have given us for contacting you; or
- (d) such other means as we agree with you.

Your agreement for us to communicate with you by electronic communication may be cancelled by you at any time by notice to us. You may also change any email address, mobile phone or other electronic address via our website or by calling us on 13 17 19.

While you have agreed that we can communicate with you by electronic communication, paper communications may no longer be given to you and you should regularly check your electronic communications for notices and statements from us.

## 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 or payment device to you and, at your request, to any Additional Cardholders you nominate.

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

### 16. Can another person have a Card or Payment Device on your Card Account?

You can ask for up to three other people to have an additional Card or Payment Device for the purpose of operating your Card Account alone. If an additional Card or Payment Device 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.

An Additional Cardholder's Payment Device is cancelled only when:

- › we have received your request to cancel their Payment Device; and
- › we have actioned that request, or we are satisfied, acting reasonably, that the Payment Device is no longer linked to your Card Account.

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

You consent to the Additional Cardholders having access, in respect to information about the 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 or Payment Device if the current Card or Payment Device expires. For Payment Devices, you will need to request the issue of a new one on expiry. The use of the replacement Card or Payment Device 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 or Payment Devices.

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 or Payment Device):

- › 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 or Payment Devices 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 or Payment Device), 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 or Payment Device you may request a replacement Card or Payment Device. 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 any Over the Limit Administration Fee that is described in the Schedule.

You may at any time after 1 July 12 request us to use reasonable endeavours to ensure that the balance of your Card Account does not exceed your credit limit.

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 or Payment Devices.

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) or until we have complied with requirements under any relevant laws in Australia or any other country (for example anti-money laundering and counter-terrorism laws financing laws), and we determine that its value is available to you.

## 20. What happens if the Card or Payment Device is used overseas?

If a User uses their Card or Payment Device 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) or while you are in Australia (for example, online) where the merchant, or the financial institution or entity processing the transaction, is located overseas, 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.

Any credit (positive) balance on your Card Account must not be greater than \$50,000. If at any time it exceeds this amount, you must immediately withdraw funds from the Card Account to bring it below that figure. If you do not do this, we may return the excess funds to you.

## 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 Payment Device and 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 Card Contract Variation 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<sup>®</sup> 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 Card Contract Variation 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 transactions we consider to be equivalent to cash (including but not limited to traveller's cheques, foreign currency or money transfers, transactions for gambling (including online gambling), lottery tickets or gaming purposes generally);
- › transactions where the funds are used to purchase or load value on a stored value card or facility;
- › where the funds are used to pay bills over the counter at a financial institution or agent of the biller;
- › transactions to pay bills through a third party where the merchant does not accept credit card payments;
- › where the transaction is identified to us by the relevant merchant category code or intermediary as constituting a cash advance;
- › any transfers of funds from the Card Account to another account; 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'.

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 Card Contract Variations.

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 the outstanding balance 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 **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 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 stop 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?

Payments are applied towards the last statement's closing balance until the full balance is paid. We first pay off transactions that have the highest annual percentage rate as at the statement date and then in descending order down to the amounts which have the lowest annual percentage rate until the closing balance is paid in full. Payments are then applied to balances from the current statement period. If we agree to your request for an Easy Instalments Plan we will apply payments in accordance with that agreement. To the extent of any inconsistency, the process for applying payments that are agreed to when requesting an Easy Instalments Plan, will prevail.

## 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 PO Box 8411, Perth WA 6849; and
- › at any of our Bankwest Branches, authorised agents and selected Bankwest ATMs.

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. Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account, becomes our property when we have presented the cheque for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain all rights against the drawer and any endorser of any dishonoured cheque.

## 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.

We will not exercise this right if we are actively considering your financial situation under any hardship provisions or while you are complying with an agreed repayment arrangement. We may, however, require you to retain funds in an account until our decision on your hardship application has been made.

### 32. Additional Obligations

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg. Laws that address tax evasion). So that we may comply with our obligations under these laws or regulations, we may:

- › require you to provide information about you or your product;
- › disclose any information we are required to concerning you (including sending your information overseas);
- › if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or
- › take such other action as is reasonably required, including, for example, closing your account.

### Credit Guide

Bankwest, a division of the credit provider, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945.

This Credit Guide gives you some information about our responsible lending obligations and dispute resolution procedures. If you have any queries, you can contact us at your local store or call 13 17 19.

## **We will not make an unsuitable contract with you**

We are not permitted to enter into a Card Contract or increase the credit limit of an existing Card Contract if the contract would be unsuitable for you. A contract will be unsuitable for you if at the time of our assessment it is likely that you will be unable to comply with your financial obligations under the contract or could only do so with substantial hardship, or if the contract will not meet your requirements and objectives.

In order to ensure that we do not enter into a contract with you that is unsuitable, we are required to make reasonable inquiries about your financial situation, your requirements and objectives and to take reasonable steps to verify your financial situation.

## **We will make an assessment that the contract is not unsuitable for you**

We are required to assess that the Card Contract is not unsuitable for you before we enter into the contract or agree to increase your credit limit.

If you request a copy of the assessment before entering into the Card Contract or increasing your credit limit, we will not enter into the contract or increase your credit limit until we have given you a copy of the assessment.

You may also request a copy of the assessment within 7 years of the date the contract is made or your credit limit is increased. If your request is made within 2 years, we will provide you with the assessment within 7 business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

## **If you have a dispute in relation to your Card Contract**

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

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

- > telephoning us;
- > logging on to our website ([bankwest.com.au](http://bankwest.com.au)) and

following the procedures set out for disputing a transaction;

- › calling into any of our Bankwest Branches; or
- › writing to us at GPO Box E237, Perth WA 6841.

You must complete a Bankwest Transaction Dispute Form and you should do so promptly. This form can be obtained from any Bankwest Branch, 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 **BPAY** 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 ePayments 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 ePayments 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 Customer Relations Department to review the matter. Contact them by writing to:

**Manager Customer Relations**

**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 Australia**  
**GPO Box 3**  
**Melbourne VIC 3001**

or phone or fax to:

**Telephone: 1800 367 287**

**Fax: (03) 9613 6399**

**Website: [www.fos.org.au](http://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 ePayments 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 us, your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, contact 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 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 your credit provider and ask for one. Your credit provider 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 the credit provider so long as:

- › you have not obtained any credit under the contract; or
- › your Card, Payment Device 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 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 on how the amount is made up.

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

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

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

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 the **Financial Ombudsman Service Australia** and can be contacted at:

**GPO Box 3**

**Melbourne Vic 3001**

or phone or fax to:

**Telephone: 1800 367 287**

**Fax: (03) 9613 6399**

**Website: [www.fos.org.au](http://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>.

## 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 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 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 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.

## General

### **14. What do I do if I cannot make a Card 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 reduce or delay payments for a set time.

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

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

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

**16. 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.

**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.

**Important**

**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 the Financial Ombudsman Service Australia and can be contacted at:**

**GPO Box 3  
Melbourne VIC 3001**

or phone or fax to:

**Telephone: 1800 367 287**

**Fax: (03) 9613 6399**

**Website: [www.fos.org.au](http://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 Bankwest, Commonwealth Bank of Australia ("CBA") and subsidiaries of CBA ("we" or "us") collect, use collect, use and disclose personal information and send communications about products and services.

'Personal information' is information about, and which identifies, an individual (such as name and contact details). Your personal information includes information about who you are; your interactions with us (such as card transactions); your credit history (including what you borrow, whether you make repayments on time and information obtained from credit reporting bodies (CRBs). It may also include publicly available data about you.

When you give us personal information about another person, you represent that you are authorised to do so and agree to inform that person of the contents of this Statement as it relates to them.

## **Purposes for which we collect and use personal information**

We collect your information to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act, and if you are giving a mortgage, certain State property laws, e.g. Real Property Act in NSW and to assess your application for consumer credit under the National Consumer Credit Protection Act if applicable.

We also collect your personal information to assess and process an application for any facility that you make or for which you are a signatory, guarantor, or

representative; for internal processes including risk management and pricing, to administer our relationship with you, to meet our obligations in relation to external payment, credit reporting systems, Government bodies and our funding arrangements; develop, establish and administer alliances and other arrangements (including reward programs), to identify and (unless you tell us not to) tell you about products that may interest you, and to comply with regulatory requirements.

If you use our website or online applications we may collect information about your location or activity (including whether you have accessed third party sites) to customise your experience.

The information we collect about you may also include sensitive information such as information about your health where we collect it for a specific purpose, for example, in assessing an application you make for hardship relief.

You consent to us collecting your personal information (including sensitive information) for the purposes described above.

### Exchange of personal information generally

We may exchange personal information about you with: other persons to verify that it is correct (eg with your employer); our related bodies corporate, assignees, agents, contractors and external advisers; organisations for verifying your identity; your agents, advisers, referees, executors, administrators, trustees, beneficiaries (if you are a trustee), guardians or attorneys; law enforcement, regulatory and government bodies; anyone who introduces you to us; reward program providers, third parties providing fraud detection services, your franchisor; payment system operators; your and our insurers or prospective insurers and their underwriters; any person we consider necessary to execute your instructions; other organisations for the supply and (unless you tell us not to) marketing of products and services; other persons where this is permitted by law; persons with whom you make a joint application for a product or service with us; any financial institution to or from which a payment is made in

relation to any account you have or operate; your current and prospective co-borrowers, participants or transferees in a securitisation or other funding scheme (including ratings agencies), or persons considering purchasing or who purchase or manage loans and their advisers; financial institutions, debt collecting agencies, reward program suppliers and anyone supplying goods or services to you in connection with a rewards program. We may also include your personal information on any registers relevant to services we provide, such as the Personal Property Security Register.

### Exchange of personal information with credit providers

We may exchange your personal information with other credit providers (including information provided by or derived from a credit reporting body such as a consumer credit report) for the following purposes:

- › to assess an application for credit;
- › to consider whether or not to accept you as a guarantor or security provider;
- › to collect overdue payments, to manage credit, to help you avert default on credit obligations and take action in the event of your fraud or other serious credit infringement; and
- › to provide or manage securitised or transferred loans.

### Exchange of personal information with guarantors

If you are a borrower, we may exchange your personal information (including a consumer credit report) with your guarantor, a person who has provided security for credit, or to a person in order for them to consider whether or not to act as guarantor or to provide security for credit.

### Exchange of personal information with credit reporting bodies

We may exchange your information with CRBs, including by:

- › disclosing to a CRB;

- › information they are permitted to collect in conducting a credit reporting business;
  - › a failure by you to meet your payment obligations in relation to consumer credit; or
  - › details of any fraud or other serious credit infringement you commit
- › obtaining a consumer credit report from the CRB to; assess an application for, or collect overdue payments of, commercial credit;
  - › consider whether or not to accept you as a guarantor or security provider
  - › obtaining commercial credit information about you in order to assess an application by you for consumer credit.

CRBs may include information which we provide in reports to other credit providers to assist them to assess your creditworthiness.

The CRB's we may use include Equifax - **[www.equifax.com.au](http://www.equifax.com.au)**, and Experian Australia Credit Services Pty Ltd **[www.experian.com.au/credit-services/credit-services.html](http://www.experian.com.au/credit-services/credit-services.html)** and Illion - **[www.illion.com.au](http://www.illion.com.au)**. Each body has a policy which sets out how it deals with credit information held by it, which is available using the contact details above.

CRBs may use consumer credit information they hold to respond to requests from us or other credit providers to "pre-screen" you for direct marketing. You can ask a CRB not to do this. However, you may still receive direct marketing from us (unless you ask us not to) that has not been "pre-screened". In addition, if you have been, or are likely to be, a victim of fraud (including identity fraud), you can ask a CRB not to use or disclose credit information the CRB holds about you.

If you apply to us to be a borrower, guarantor or security provider, or if you are already a borrower, guarantor or security provider with us, you agree to us accessing your personal information held with a CRB (including consumer credit information), even if there is a ban period in place, for the purposes of assessing the relevant credit application or in order to collect overdue payments in relation to that credit.



## Transfer of personal information overseas

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to related bodies corporate overseas; where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. These countries include, but are not limited to, USA, New Zealand, United Kingdom and Ireland. See our Privacy Policy for more information.

## Disclosure and use of your personal information by St Andrew's

Where you apply for Credit Card Protection, we will exchange your personal information with 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 (including, where necessary, sensitive health information) to assess and process your application and provide you with their services (including to process claims). Without your information St Andrew's will not be able to process your application or claim.

St Andrew's exchanges your personal information with organisations in the normal operations of its business, for example, with St Andrew's related companies and agents, coinsurers, reinsurers and with service providers (such as auditors, IT support and mailing houses). In the event of a claim under your policy, your information may be exchanged with other parties including ex-employers, government agencies, claims investigators, other insurance companies, lawyers, recovery agents, hospitals, doctors, medical specialists or other health professionals. St Andrew's also discloses your personal information overseas to countries including India. You consent to St Andrew's collecting, using and disclosing information about you in the manner described above.

Unless you opt out, you also consent to St Andrew's

using your personal information to identify and provide you with information about products and services you may be interested in.

St Andrew's Privacy Policy (available at [www.standrewsaus.com.au](http://www.standrewsaus.com.au)) sets out how you can access and correct information St Andrew's holds about you, how you can complain about a breach by St Andrew's of your privacy rights and how your complaint will be handled.

You may contact St Andrew's Privacy Officer in relation to your personal information on 1300 363 159 or [standrews@standrewsaus.com.au](mailto:standrews@standrewsaus.com.au).

## Marketing

Unless you tell us not to, you consent to us using your personal information (including information collected from others) to advertise or promote products, services, or business or investment opportunities we think may interest you.

You can ask us not to contact you and not to disclose your information to others for that purpose, by calling **13 17 19**.

Otherwise, by agreeing to the terms of this statement, you consent to us contacting you for that purpose, including by:

- > contacting you by telephone or writing to you; and
- > sending commercial electronic messages to any electronic address which you provide or for which you are responsible.

## Further information

This Statement should be read in conjunction with the Privacy Policy on our website at **[www.bankwest.com.au](http://www.bankwest.com.au)** or by calling **13 17 19**.

You have rights to access your personal information (including credit-related information) from us, to request us to correct the information, and to make a complaint to us about a breach of your privacy rights (including credit reporting rights) in relation to the information.

You agree to the terms of this statement and you consent and agree to us collecting, using, exchanging and transferring overseas, your personal information as described and as set out in our Privacy Policy.

If you do not provide the above consent (other than the marketing consent), we will not be able to provide you with the best products and services that suit your needs.

