

# Hunter United Credit Card Conditions of Use

[www.hunterunited.com.au](http://www.hunterunited.com.au)

Credit provider is Hunter United  
Employees' Credit Union Ltd  
ABN 68 087 650 182 AFSL 238316



Hunter United

# Before you use your Visa Credit Card

Please read these Conditions of Use. They apply to:

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

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

Your first use of the VISA Credit Card will automatically constitute your understanding & acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Hunter United **BEFORE** using your VISA Credit Card.

## Important points to remember to safeguard your account

- sign your VISA Credit Card immediately when you receive it;
- memorise your PIN and never store it with or near your VISA Credit Card;
- never write your PIN on your VISA Credit Card;
- never lend your VISA Credit Card to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device;
- never leave your VISA Credit Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your VISA Credit Card to **VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199**;
- keep a record of the **VISA CARD 24hr EMERGENCY HOTLINE** number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- on date of expiry, destroy your VISA Credit Card by cutting it diagonally in half.

# Conditions of use for all Visa Credit Cards

## 1. Introduction

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

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

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

Hunter United may attach other services to the VISA Credit Card by providing notice to you in writing.

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

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

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

If you do not understand something in these Conditions of Use, please contact Hunter United.

## 2. Application Codes

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

The provisions of any industry code of practice such as the Credit Union Code of Practice may also apply to the use of your VISA Credit Card.

You can obtain copies of the EFT Code or other relevant codes by contacting Hunter United.

### 3. Signing your Visa Card

You agree to sign your VISA Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your VISA Credit Card is valid only if you have signed it and if it is used within the "valid from" and "until end" dates.

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

### 4. Personal Identification Number (PIN) Secrecy

You agree that:

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

### 5. Reporting the loss or theft of your Visa Card

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

**DURING NORMAL BUSINESS HOURS** - Contact Hunter United on (02) 4941 3888; or

**OUTSIDE NORMAL BUSINESS HOURS** - Contact the Australia wide VISA CARD 24hr EMERGENCY HOTLINE Free Call - 1800 621 199.

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

- (61) 2 9251 3704;
- 1 410 581 9994; or
- other country specific numbers can be obtained from Hunter United.
- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise Hunter United, as soon as you can, that you have made a report to the VISA Credit Card 24hr Emergency Hotline.

If the VISA Credit Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of Hunter United, but only if you notify the VISA Credit Card Emergency Hotline within

a reasonable time after it becomes operative.

If the loss, theft or misuse occurs **OUTSIDE AUSTRALIA** you must notify a Financial Institution displaying the VISA logo & you must also then confirm the loss, theft or misuse of the card with Hunter United by telephone or priority paid mail as soon as possible.

## 6. Using your Visa Card

Hunter United will advise you:

- what transactions your VISA Credit Card will enable you to perform at an Electronic Banking Terminal;
- which Electronic Banking Terminal networks you may use; and
- what mail, internet or telephone order transactions you may carry out with your VISA Credit Card by quoting your VISA Credit Card number.

You may only use your VISA Credit Card to perform transactions on your Card Account & those accounts authorised by Hunter United that have been linked to your VISA Credit Card.

Hunter United will debit your Card Account with the value of all transactions carried out using your VISA Credit Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected by mail, internet or telephone and all sales and cash advance vouchers. Hunter United will also credit your Card Account with the value of all deposit transactions processed at Electronic Banking Terminals.

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

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

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

You must not use your VISA Credit Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the VISA Credit Card is used or where the goods or services are provided.

## 7. Using your Visa Card outside Australia

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

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

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

## 8. Transaction Limits

You agree that you will **NOT** use your VISA Credit Card to:

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

Hunter United:

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

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

## 9. Authorisations

You:

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

## 10. Renewal of your Visa Card

Hunter United will forward to you and any Additional Cardholder a replacement VISA Credit Card before the expiry date of your current VISA Credit Card or additional VISA Credit Card.

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

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

## 11. Cancellation and return of your Visa Card

The VISA Credit Card always remains the property of Hunter United.

Hunter United may:

1. demand the return of the VISA Credit Card issued to you and your nominee at any time:

- for security reasons; or
- if you breach these Conditions of Use or the terms and conditions of the Card Account or accounts linked to your VISA Credit Card; or

2. capture the VISA Credit Card at any Electronic Banking Terminal.

You may cancel your VISA Credit Card or your nominee's VISA Credit Card at any time by giving Hunter United written notice. Cancellation of a card may not be effective until the card is returned to Hunter United.

You must return your VISA Credit Card and any VISA Credit Card issued to an Additional Cardholder to Hunter United when:

- Hunter United notifies you that it has cancelled your VISA Credit Card;
- you close your Card Account;
- you cease to be a member of Hunter United, if it is a credit union or building society;
- you cancel your VISA Credit Card, any additional VISA Credit Card issued to an Additional Cardholder, or both;
- your Card Account is closed, cancelled or terminated for any reason;
- you alter the authorities governing the use of your Card Account unless Hunter United agrees otherwise; or
- Hunter United requests that it be returned for any other reason.

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

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

- To return your VISA Credit Card and any additional cards as required above;

- That you will not be able to access any linked accounts with your VISA Credit Card or any additional cards; and
- To cancel any periodical payment arrangements which are linked to the Card Account.

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

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

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

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

## **12. Conditions after cancellation or expiry of your Visa Card**

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

- before the "valid from" date or after the "until end" date shown on the face of the VISA Credit Card; or
- after the VISA Credit Card has been cancelled.

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

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

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

You remain liable for transactions debited to your Card Account which were made prior to termination. You will also remain liable for standing order authority transactions which have not been

cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the internet.

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

### **13. Your liability in case your Visa Card is lost or stolen or in the case of unauthorised use**

1. You are not liable for any unauthorised use of your VISA Credit Card:

- a. in relation to a transaction evidenced by a sales or cash advance voucher, before you have actually received your VISA Credit Card;
- b. in relation to a transaction at an Electronic Banking Terminal, before you have actually received your PIN;
- c. after you have reported it lost or stolen under paragraph 5; &
- d. if you did not contribute to any unauthorised use of your VISA Credit Card.

2. For the purpose of paragraph 14(1)(d) you will be taken to have contributed to any loss caused by unauthorised use of your VISA Credit Card if:

- a. in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your VISA Credit Card being lost or stolen or of any unauthorised use of your card;
- b. in relation to transactions carried out at Electronic Banking Terminals, you;
  - i. voluntarily disclose your PIN to anyone, including a family member or friend;
  - ii. voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - iii. write or indicate your PIN on your VISA Credit Card;
  - iv. write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your VISA Credit Card or likely to be lost or stolen at the same time as your VISA Credit Card;
  - v. allow anyone else to use your VISA Credit Card;
  - vi. unreasonably delay notification of:
    - A. your VISA Credit Card or PIN record being lost or stolen;
    - B. unauthorised use of your VISA Credit Card; or
    - C. the fact that someone else knows your PIN; or
  - vii. engage in fraud.

3. If you are taken to have contributed to the unauthorised use of your VISA Credit Card under paragraph 14(2), your liability will be the lesser of:

- a. the actual loss when less than your Card Account balance (including the unused portion of your credit limit);
- b. your Card Account balance (including the unused portion of your credit limit); or
- c. in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Credit Card, up to and including the day you make your report.

4. In determining liability under paragraph 14(3)(c):

- a. where your VISA Credit Card has been lost or stolen, the number of days will be calculated by reference to the day when you **should reasonably have become aware** that it was lost or stolen; and
- b. the current daily withdrawal limit is the limit applicable at the time of the transaction, by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

5. Where a code (eg. a PIN) was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your VISA Credit Card, your liability will be the lesser of:

- a. \$150;
- b. your account balance (including the unused portion of your credit limit under any pre-arranged credit facility; or
- c. the actual loss at the time Hunter United is notified of the loss or theft of your VISA Credit Card.

6. In determining your liability under paragraph 14(5):

- a. Hunter United will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
- b. the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

7. Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code. The guidelines set out at the beginning of these conditions of use to safeguard your account, are the minimum suggested security measures you should take.

## 14. Resolving errors on Account Statements

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

- your name & address, account number and VISA Credit Card number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- other users authorised to operate the account; and
- details of whether your VISA Credit Card is signed and your PIN secure.

If Hunter United is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Hunter United will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

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

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

If:

1. Hunter United is a party to an industry dispute resolution scheme; and
2. that scheme provides a matter can be heard under the scheme if Hunter United does not give a final decision on the matter within a specified time, Hunter United will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Hunter United advises you of the outcome of its investigations, it will;

- give you reasons in writing for its decisions by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments it has made to your account; &
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Hunter United's decision.

If Hunter United decides that you are liable for all or any part of a loss arising out of unauthorised use of your VISA Credit Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

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

## 15. Malfunction

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Hunter United will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Hunter United will not be responsible if an Electronic Banking terminal does not accept your instructions or your VISA Credit Card fails to work at the terminal.

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

## 16. The card account

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

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

- The amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet;

- The amount of all Cash Advances;
- The fees and charges in accordance with paragraph 19 and 21
- The interest in accordance with paragraph 20.

## 17. Statement and Receipts

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

You should always check the transaction amount indicated on any transaction voucher before signing it or any Electronic Banking Terminal before entering your PIN. By signing a voucher or entering your PIN you are indicating your agreement that the transaction amount is correct.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Card Account statements.

Hunter United will send you an account statement monthly (unless the Card Account has a nil balance and no transactions have occurred since the last statement cycle) or as otherwise required by any applicable legislation, EFT Code or relevant industry code of practice. All amounts shown on the statement will be in Australian dollars.

You may request a copy of your account statement at any time.

The date your statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle".

There is no facility available to make repayments to be made overseas. You should contact Hunter United to ascertain what facilities are available to make repayments, when you are away from your home for extended periods of time.

## 18. Fees and Charges

Subject to all applicable laws, Hunter United may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with clause 20.

The Card Account will be debited with an annual fee (where an annual fee is applicable) following the first transaction effected by you using the VISA Credit Card, unless the Card Account features a waiver of the first year's annual fee. The fee is then charged in subsequent years on or after the anniversary of the first transaction unless waived by Hunter United.

Hunter United reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Hunter United is irrevocably authorised to debit your Card Account with those fees. Prior to charging any fee, Hunter United will advise you of those fees in writing.

You will be advised by Hunter United, in writing, of any currently applicable fees and charges at the time you apply for your VISA Credit Card.

## 19. Interest Charges

Interest charges on all transactions will be calculated & charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement. Information on current interest rates and fees applying to your VISA Credit Card are available on request from Hunter United.

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

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

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

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

Hunter United shall advise you in writing of any interest free period applying to purchases and how it is determined. Unless specified otherwise by you Financial Institution the interest free period:

1. shall be determined as starting from the posting date and ending on the last day of the statement cycle; and
2. shall lapse if you do not pay the entire closing balance, as shown in your statement, in full by the due date specified on the statement recording the purchase. Failure to pay the full balance by the due date means interest shall be calculated on all purchases specified in the statement from their respective posting dates.

## 20. Government Fees and Charges

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

## 21. Payments

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

Hunter United shall advise you in writing how it calculates the minimum payment required. In the absence of any such notification the minimum amount shall be calculated at 3% of the closing balance or \$5.00, whichever is the greater, plus all past due amounts from previous statements and any amount that exceeds the credit limit applying to your VISA Credit Card.

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

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

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

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

## 22. Changes to Conditions of Use

Hunter United reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your VISA Credit Card.

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

- increase the interest rate that is applicable to your Card Account

or its method of calculation or vary the interest free days available to you;

- change the statement cycle or vary or add any further fees or charges;
- vary the method of calculating the minimum repayment;
- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Credit Cards;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

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

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

In addition, in the last two cases, the Financial Institution will give you written advice of the changes at the time of your next account statement.

Written notice will not be given of a variation that is required by an immediate need for the Financial Institution to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Hunter United under this paragraph 23 in the due course of post, if it is mailed, to the last address for you known to Hunter United. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

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

### **23. Exclusion of Financial Institution Liability**

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

The Financial Institution bears no liability for any refusal of a merchant or agent to accept your VISA Credit Card.

The Financial Institution bears no liability for cancelling your VISA Credit Card or any Additional Card where it considers those cards may have been or could be used fraudulently.

The Financial Institution does not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Credit Card. You acknowledge and accept that all

complaints about those goods & services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your VISA Credit Card will be accepted by the merchant or agent occupying the premises.

## 24. Other general conditions

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

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

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

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

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

Unless otherwise stated in the Credit Card Contract, the Credit Card Contract is governed by the laws of **Queensland. (NSW?)**

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

If Hunter United fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does

not constitute a waiver of its rights. Hunter United may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

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

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

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

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

## 25. Definitions

- **Additional Cardholder:** means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.
- **ATM:** means an Automated Teller Machine.
- **Card Account:** means the account you have with your Financial Institution to which you may obtain access by use of the VISA Credit Card.
- **Credit Card Contract:** means the agreement between you & your Financial Institution for the provision of your Visa Credit Card and any associated facilities, including these Conditions of Use.
- **EFTPOS:** means Electronic funds transfer at point of sale.
- **Electronic Banking Terminal:** An ATM or EFTPOS device owned by Hunter United or included in an authorised interchange network.
- **Exchange Control:** The central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.
- **Hunter United:** means Hunter United Employees' Credit Union Limited ABN 68 087 650 182

- **Non EFT Transaction:** means any transaction which is processed without you using your PIN.
- **PIN:** means the secret personal identification number relating to a VISA Credit Card.
- **Primary Cardholder:** means the person who opens the Card Account.
- **Visa:** means Visa International Inc
- **Visa Credit Card:** means a Visa credit card issued pursuant to the Credit Card Contract.
- **You:** means the Primary Cardholder.

## 26. Interpretation

For the purposes of these Conditions of Use:

- “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.
- “business day” means any day Hunter United in your State or Territory is normally open for business.

A reference to:

- one gender includes the other gender;
- the singular includes the plural and the plural includes the singular; and
- any dollar amount is an Australian dollar amount.

## Conditions of use for personal Visa Credit Cards only

### 1. Use of Card

Your Visa Credit Card must be used wholly or predominantly for personal, domestic or household expenditure. Hunter United reserves the right to determine whether use or proposed use of your VISA Credit Card has been or will be in accordance with this requirement.

### 2. Additional Cards

You may apply to Hunter United to issue an additional VISA Credit Card (“additional card”) to someone else you nominate as your agent, provided that person is over 16 years of age. Hunter United is not obliged to grant any additional card and may impose other conditions in respect of the issuing or use of that card. Hunter United is required to comply with all laws governing the issuing of cards (including identification of cardholders and anti money laundering laws) and you agree to provide all necessary information and documentation and to allow the Financial Institution to communicate with all card holders, government agencies and other financial institutions to allow the Financial

Institution to comply with those laws.

You will be liable for all transactions carried out by any Additional Cardholder on an additional VISA Credit Card.

The Additional Cardholder's use of the additional card is governed by these Conditions of Use. It is your responsibility to ensure each Additional Cardholder is aware of these Conditions of Use and agrees to be bound by them. The Additional Cardholders first transaction made by using the additional card will be taken as their agreement to comply with these Conditions of Use.

You authorise Hunter United to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional card. You also authorise Hunter United to act on the instructions of the Additional Cardholder in relation to your Card Account, termination of your Card Account or the replacement of the additional card following cancellation of that card.

You are responsible for the use of the additional card and must pay for all transactions made by the Additional Cardholder, including any charges, until the additional card is returned to Hunter United.

You can cancel the additional card by cutting it in half diagonally and returning the pieces to Hunter United requesting the additional card be cancelled, or informing Hunter United by telephone that you have destroyed the card and disposed of the pieces securely. You must then write to Hunter United confirming cancellation of the card. If you cannot destroy the additional card you should contact Hunter United requesting a "stop" on your Card Account.

You should be careful in cases where you cannot destroy the additional card because, although a stop may be placed on your Card Account, the additional card may still be able to be used in some circumstances and you will be responsible for any transactions made (for example, for some store purchases below floor limits where no electronic approvals are in place).

When an Additional Cardholder uses the additional card to access accounts held by the Additional Cardholder, they are acting as principle in their own right. You will not be responsible for any such use where you are not a party to such an account.

### 3. The Card Account

Hunter United will notify you in writing of the amount of credit that applies to the Card Account. This is called the "credit limit".

Transactions made by you must not exceed the credit limit without Hunter Uniteds prior approval. The credit limit applies to the Card Account and therefore all transactions effected by your VISA Credit Card **plus** all additional cards must not exceed this limit.

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

#### **4. Visa Zero Liability**

In addition to the limits placed on your liability pursuant to the EFT Code and described in clause 14 above, Visa's scheme rules provide that Hunter United shall limit your liability to nil in the following circumstances:

1. The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, lost or stolen VISA Credit Card by you to Hunter United;
2. You have not contributed to any loss caused by unauthorised use of your VISA Credit Card as described in clause 14 (2) of the Conditions of Use above: and
3. You have provided all reasonably requested documentation to Hunter United, which may include provision of a statutory declaration and police report.

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

1. you having provided all reasonably requested information to you Financial Institution;
2. you are not otherwise in default or have breached these conditions of use;
3. your Card Account is not in arrears, other than as a result of the unauthorised transactions;
4. Hunter United has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - a. the conduct of the Card Account;
  - b. the nature and circumstances surrounding the unauthorised transactions;
  - c. any delay in notifying the Financial Institution of the unauthorised transactions.

**Any refund is conditional upon the final outcome of Hunter United's investigation of the matter and may be withdrawn by Hunter United where it considers that this provision shall not apply as a result of those investigation. In the making any determination in respect of this provision, Hunter United will comply with the requirements of clause 15 of the Conditions of Use above.**

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

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Hunter United

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