



Hume Building Society Ltd.  
ABN 85 051 868 556  
AFSL No. 244248

Effective 16th July 2010

# Conditions of Use

Hume Business Credit Card

These Conditions of Use together with the letter of offer form the contract between the Principal and Hume Building Society in relation to the Hume Business Credit Card account.

Please see condition 33 for definitions of words and terms used in this agreement.

You should retain this booklet for future reference.

## **SECURITY**

The security of your card(s) is very important. Further information on each cardholder's obligations to secure their card is provided in condition 13 of these Conditions of Use.

If a card is lost or stolen please report it immediately by phoning 1800 621 199.

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## 1. Interest

1.1 Our letter of offer sets out the initial annual percentage rates that we will use to calculate the interest charges that apply to the card account. We may change these rates at any time without your consent. We will notify you of any changes we make to the annual percentage rates.

Each statement also set out the annual percentage rates that apply during the statement period.

1.2 We calculate interest daily on each card account by multiplying the relevant parts of the daily balance by the daily percentage rates appropriate to the transaction at the end of each day. The relevant parts of the daily balance may vary depending on whether an interest free period applies. Interest is calculated from the posting date on all transactions other than payments, otherwise it is calculated from the effective date.

1.3 Interest free days

- (a) If you pay the closing balance on your card account in full by the payment due date shown on your statement, you will not pay interest on purchases or fees and charges shown on that statement.
- (b) There are no interest free days for cash advances obtained using a card or charged to the card account.
- (c) If the closing balance is not paid in full by the due date, interest will be charged on all unpaid purchases and fees and charges from their respective posting dates as set out in condition 1.2 above.

1.4 Interest charges will be debited to each card account on the fifteenth day of each month.

1.5 No interest is payable if the card account is in credit.

1.6 If a default rate of interest is specified in the letter of offer, the following applies:

- (a) If a payment is not made when due, interest will be charged at the default rate on the overdue amount.

- (b) We will calculate default interest on a daily basis by multiplying the overdue amount by the default rate divided by 365.
- (c) We will debit default interest on the last day of each month.

## **2. Payments**

2.1 In relation to the statement for each card, the Principal must:

- (a) immediately pay to us any amounts shown as overdue or overlimit; and
- (b) by the payment due date shown on the statement, pay us the minimum payment.

The Principal may also pay more than the above, up to the full amount of the closing balance.

2.2 The minimum payment means 3% of the closing balance as shown on the statement or \$10.00, whichever is the greater or, if the closing balance is less than \$10.00, the closing balance. A minimum payment is due and must be made separately for each card.

2.3 A reversal or refund of charges to the card account is not a payment to the account.

2.4 All payments to us must be made in Australian currency.

2.5 Payments can be made in any of the following ways:

- (a) by depositing cash or a cheque to the card account at any Hume branch;
- (b) by sending us a cheque drawn on a bank account held at any Australian financial institution to the address shown on the statement;
- (c) by an electronic funds transfer; or
- (d) otherwise as provided on the statement.

## **3. Processing transactions and payments**

3.1 We will process transactions on the date that they are received by us. This may differ from the effective date of the transaction.

- 3.2 In the ordinary course of business, payments and other credits to the card account will generally be treated in the following way:
- (a) cash payments to the card account made at one of Hume's branches will be credited to the card account on that day;
  - (b) cheque payments are only effective once cleared but once cleared will be credited from the date of receipt by us;
  - (c) payments received electronically are effective the date they are processed into the payments system by the paying institution.
- 3.3 All payments made to the card account will be applied in the following order:
- > Government duties, taxes and charges incurred to date;
  - > Our fees and charges incurred to date;
  - > Interest previously charged to the account on cash advances;
  - > Interest previously charged to the account on purchases;
  - > Cash advances prior to this billing period;
  - > Cash advances this billing period;
  - > Retail purchases prior to this billing period;
  - > Retail purchases this billing period.

#### **4. Regular Payments from a debit or credit card**

A Regular Payment is one where you authorise a merchant (such as a retailer or insurer) to debit your card account at regular intervals (eg. monthly). For example, you might agree that your local gym can charge your monthly membership to your card account.

Regular payments like this can be useful as they help you make your payments on time and avoid late payment fees as they are processed automatically.

- 4.1 You should keep a record of any "Regular Payment Arrangements" you enter into with a merchant and any correspondence you have with the merchant. You can find a template for recording such details on our website.

- 4.2 To either change or cancel any “Regular Payment Arrangement” you should contact the merchant at least 15 days prior to the next scheduled payment. Until you cancel the Regular Payment Arrangement, we must process the merchant’s request to debit your account if possible you should retain a copy of your change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute any incorrectly charged payments.
- 4.3 Any dispute, including the failure of the merchant to act on a change in details, should be taken up with the merchant in the first instance.
- 4.4 Should your card number be changed i.e. as a result of a lost or stolen card you must also request the merchant to change the details of your existing “Regular Payment Arrangement” to ensure arrangements continue. If you fail to undertake this activity your “Regular Payment Arrangement” either may not be honoured by us or the merchant may stop providing the goods and/or services.
- 4.5 If you or we close your card account or your account details change it is your responsibility to contact the merchant to alter your “Regular Payment Arrangement” as the merchant may stop providing the goods and/or services if payments are no longer received because the account is closed or they have incorrect details.

## **5. Fees and charges**

- 5.1 The Principal agrees to pay us:
- (a) all fees and charges set out in the letter of offer as varied by us from time to time in accordance with these Conditions of Use; and
  - (b) all government taxes, rates and other charges incurred in respect of any transactions on the card account.
- 5.2 The Principal authorises us to debit those fees and charges to the card account as set out in the letter of offer.
- 5.3 All fees and charges are non-refundable.

## **6. Statements**

- 6.1 We will give the Principal a statement for each card account every month (unless the law provides that we do not have to).
- 6.2 The Principal may request a statement of account at any time; we may, however, charge a fee for providing a duplicate or additional statement.
- 6.3 All entries on your statement should be checked carefully. Please notify us promptly of any apparent error or unauthorised transaction. Please see condition 14 for details of how delays in notifying us may affect your liability for unauthorised transactions.

## **7. Cardholders**

- 7.1 The Principal may nominate up to nine other people over the age of 16 to be a cardholder. Any cardholder must also be a member of Hume.
- 7.2 Any nomination must specify the individual card limit for each card requested. The total combined individual card limits for all cards issued must not exceed the credit limit for the facility.
- 7.3 If we agree to the request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the cardholder, a cardholder will receive a card and PIN to use on the card account.
- 7.4 The Principal is liable for any use of the card and the card account by a cardholder.
- 7.5 Each cardholder's access to and use of the card and the card account is governed by this agreement. The Principal must ensure that any cardholder has read, understood and complies with these Conditions of Use (and the letter of offer). If any cardholder breaches the agreement, the Principal will be in breach of the agreement.

- 7.6 The Principal acknowledges and agrees that any cardholder can obtain information about the card account if they are made an authority to operate on the account.
- 7.7 Any card can be cancelled by calling us on the number set out on the outside of this brochure or visiting any Hume branch during normal business hours. We will only cancel the card when it is returned to us or you tell us in writing that you have taken all reasonable steps to return the card to us. You should note that in cases where the card cannot be destroyed, although a stop can be placed on the card, it could still be used in some circumstances and you remain responsible for any authorised transactions made (for example some purchases below floor limits where no electronic approvals are in place).
- 7.8 We will not close the card account, nor increase your credit limit or any individual card limit nor agree to the issue of a card to another cardholder at the request of a cardholder.

## **8. Issue and delivery of cards and PINs**

- 8.1 We will send each card and PIN to the relevant cardholder at the address of the Principal.

## **9. Activating a card**

- 9.1 Each cardholder must sign the signature panel on the reverse of their card with a ballpoint pen immediately upon receiving it.
- 9.2 When a cardholder receives their card, it must first be activated by following the instructions we give.

## **10. Your credit limit**

- 10.1 Once the Principal has accepted our offer and we have received in a form satisfactory to us any security or other documentation we require, we will make total funds available up to the credit limit.

- 10.2 The Principal agrees to ensure that the outstanding balance on all cards does not exceed the credit limit.
- 10.3 If the credit limit or any individual card limit is exceeded at any time:
- (a) The Principal must immediately pay the excess without our requesting it; and
  - (b) by authorising a transaction that causes the credit limit to be exceeded, we are not agreeing to an increase in the credit limit.
- 10.4 We may reduce the credit limit or any individual card limit or stop providing further credit without your consent at any time.
- 10.5 The Principal can ask us at any time to increase or decrease the credit limit or any individual card limit. We are not obliged to agree to any increase to the credit limit. If we agree to a decrease to your credit limit, the principal must ensure that the outstanding balance does not exceed the new credit limit and that any individual card limits are also reduced accordingly.
- 10.6 The Principal may nominate an individual card limit for each card, provided that the total of the individual card limits for all cards may not exceed the credit limit.
- 10.7 Each cardholder may use their card for purchases up to the individual card limit.

## **11. Using the card**

- 11.1 The Hume Business Credit Card facility and any card may only be used for business purposes and may not be used for private or domestic purposes.
- 11.2 You authorise us to debit each card account for all transactions authorised by a cardholder. Transactions may be conducted by a card being used to obtain goods and services at merchants where a VISA symbol is displayed.
- 11.3 A cardholder may also use their card to obtain goods and services through mail order, by telephone, over the

internet and by other means accepted by us from time to time where the merchant accepts that form of payment.

- 11.4 A cardholder may be able to obtain cash advances both in Australia or overseas using their card and PIN at an ATM or over the counter at a financial institution either with or without their PIN. A cardholder cannot obtain cash if they press the credit button at an EFTPoS terminal when using their card or via an ATM.
- 11.5 The display by a merchant or financial institution of material relating to the card scheme is no guarantee that a card will be accepted by them.
- 11.6 Some transactions need authorisation from us before they can proceed. We may choose not to authorise a transaction. Once a transaction is authorised, it cannot be stopped.
- 11.7 Once authorisation for a transaction is obtained, it will reduce the amount of available funds in the card account. If the transaction is not completed, the amount of available funds in the card account may continue to be reduced for up to six business days after the authorisation is obtained.
- 11.8 Use of a card is an irrevocable instruction by a cardholder to us to process the transaction. We are unable to alter or stop payment of a transaction prior to processing. If, however, a transaction is disputed, please see condition 16.
- 11.9 We are not responsible for goods or services obtained using a card unless the law makes us liable. If a cardholder has any complaint about goods or services obtained using a card, it must be taken up with the merchant or supplier.
- 11.10 Transactions made overseas using a card may take longer than normal to be processed to the card account. Overseas transaction amounts are converted into Australian Dollars by Visa International at a conversion rate chosen by them, plus a conversion fee levied by them. Please see the fees and charges schedule for details of the current conversion fee.

- 11.11 Each card is for the sole and personal use of the person named on it and is only valid up to the expiry date shown on it.
- 11.12 Each card remains our property.
- 11.13 We may issue replacement cards at any time.
- 11.14 A cardholder must not use their card for any unlawful purpose.

## **12. Changes**

- 12.1 We may at any time change the annual percentage rate. If the change increases your obligations, we will notify you on or before the day the increase takes effect by giving you written notice or by publishing a notice in a newspaper and sending you notification in your next statement of account. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 12.2 We may at any time change the amount, method of calculation, frequency, or time for payment of repayments. If the variation increases your obligations we must give you written notice at least 20 days before the increase takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 12.3 We may at any time change the amount, frequency or time for payment of a fee or charge or impose a new fee or charge. If the variation increases your obligations, we must notify you 20 days before the change takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 12.4 We may also change any other provision of this agreement. If the variation increases your obligations, we must notify you 20 days before the change takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 12.5 Other changes may be made by agreement between you and us.

## 13. Security of cards and PINs

13.1 It is very important that each cardholder keeps their card and PIN secure. If a cardholder fails to follow the security recommendations set out below, your liability for any unauthorised use of a card may be increased. Please note that these guidelines provide examples only and will not determine your liability for losses resulting from unauthorised EFT transactions on the card account. These will be determined in accordance with condition 14 and the EFT Code.

Any cardholder must:

- > sign the back of their card immediately on receipt using a ballpoint pen;
- > always keep the card in a safe secure place and check regularly to ensure it has not been lost or stolen;
- > when a transaction is complete, ensure they have their card and any receipt;
- > not permit any other person to use the card;
- > notify us if they become aware or suspect that someone else has used their card or accessed the card account or a card has been lost or stolen.

13.2 In order to protect your PIN and password, any cardholder must not:

- > choose a PIN which is clearly related to the cardholder such as a birth date, postcode, phone number or car registration number, or which represents a recognisable part of their name;
- > choose a PIN which has an easily retrieved combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB, or ABCD);
- > write or in any way indicate the PIN on the card even if disguised;
- > keep a record of the PIN on any item normally carried with or stored with the card without making a reasonable attempt to disguise it;
- > allow any person to see the password or PIN being entered;
- > disclose the PIN or password to anyone.

It is not a reasonable attempt to disguise the PIN if a cardholder records the PIN:

- > as a telephone number where no other numbers are recorded;
- > amongst other numbers and letters with any of them marked to indicate the PIN;
- > in reverse order;
- > as a telephone number or name in its correct sequence;
- > disguised as a date or any amount; or
- > in an easily understood form.

### 13.3 Changing your PIN

You can change your PIN on your Visa credit card to a PIN of your choice. To do that, you need to come into one of our branches that has a PIN change machine.

## **14. Your liability in case a card is lost or stolen or is subject to unauthorised use**

14.1 This clause deals with your liability for EFT transactions on your card account which are not authorised by a cardholder. It does not apply to any transaction carried out by a cardholder or by anyone else with a cardholder's knowledge and consent.

14.2 You are liable for all EFT transactions carried out in respect of the card account with the knowledge and consent of the cardholder.

14.3 You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in condition 14.4 below apply.

14.4 You will not be liable for losses in relation to:

- > unauthorised transactions where it is clear that the cardholder did not contribute to the loss;
- > the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
- > a forged, faulty, expired or cancelled card or PIN;

- > unauthorised transactions occurring after you have notified us as required by these terms and conditions;
- > transactions which require the use of a card or PIN and that occurred before the cardholder had first received that card or PIN; or
- > the same transaction being incorrectly debited more than once to the same card account.

14.5 You are liable where we can prove on the balance of probability that a cardholder has contributed to the losses in any of the following ways:

- > through a cardholder's fraud;
- > voluntarily disclosing a PIN to anyone, including a family member or friend;
- > indicating (e.g. writing) the PIN on the card;
- > keeping a record of the PIN (without making any reasonable attempt to protect the security of the PIN) on one article (e.g. address book), or on several articles, carried with the card so that they are liable to loss or theft at the same time as the card;
- > keeping a record of the PIN on anything carried with a card or any article that is liable to be lost with a card without making any reasonable attempt to disguise the security of the PIN;
- > using a PIN that represents a cardholder's birth date or using an alphabetical code that is recognised as part of the cardholder's name after we have instructed you not to;
- > otherwise acting with extreme carelessness in failing to protect the security of the PIN; or
- > where the EFT Code requires, that the recording or voluntary disclosure of the PIN was the dominant contributing cause of the loss.

In these cases, you will be liable for the actual losses which happen before we are notified that the card has been misused, lost or stolen, or that the security of the PIN has been breached, but are not liable for any of the following amounts:

- > that portion of the losses incurred on any one day which exceeds the daily transaction limit; or
- > that the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s)

- applicable to that period; or
- > the portion of the total losses incurred that exceeds the outstanding balance; or
- > all losses incurred on any account which we and you had not agreed could be accessed using the card and/or PIN.

14.6 Where a PIN was required to perform the unauthorised transaction and it is unclear whether a cardholder has contributed to the loss caused by an unauthorised transaction, you will be responsible for an amount not exceeding the least of:

- > \$150; or
- > the balance of your card account from which value was transferred in unauthorised transactions and which we and you have agreed may be accessed using the card and/or PIN; or
- > the actual loss at the time we were notified that the card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit).

14.7 Where a cardholder has contributed to losses resulting from unauthorised transactions by unreasonably delaying notification of the misuse, loss or theft of a card, or that the security of the PIN has been breached, you are liable for the actual losses which occur between when a cardholder became aware (or should reasonably have become aware in the case of a lost or stolen card or PIN) and when we are actually notified, except for:

- > that portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to the card; or
- > that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
- > the portion of the total losses incurred that exceeds the balance of the account(s); or
- > all losses incurred on any accounts which we and you had not agreed could be accessed using the card.

14.8 We are responsible for any loss from a transaction at a terminal where our investigations show that the loss is directly caused as a result of terminal malfunction and the claim is substantiated by investigation. In these circumstances, we will correct the loss by making the appropriate adjustment to the card account.

14.9 If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment and a cardholder should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:

- > the correction of any errors on your card account; and
- > the refund of any charges or fees imposed as a result.

## **15. VISA Zero Liability**

15.1 Subject to condition 14 above, the card scheme rules provide that you will not be liable for unauthorised transactions on a card in the following circumstances:

- (a) the unauthorised transactions were not effected at an ATM (this will include transactions effected prior to notification to us of the unauthorised transactions, lost or stolen card);
- (b) a cardholder has not contributed to any loss caused by unauthorised use of their card as described in condition 14 above: and
- (c) you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

15.2 Where this Visa zero liability provision applies, we will endeavour to refund the amount of the unauthorised transaction(s) within 5 days, subject to:

- (a) your having provided all reasonably requested information;
- (b) you not otherwise being in default or having breached these Conditions of Use;
- (c) our not having reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - (i) the conduct of the card account;

- (ii) the nature and circumstances surrounding the unauthorised transactions;
- (iii) any delay in notifying us of the unauthorised transactions.

Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us if we consider that this provision shall not apply as a result of those investigations. In the making any determination in respect of this provision, we will comply with the requirements of condition 17 below.

## **16. How to report the loss, theft or unauthorised use of a card or PIN**

- 16.1 If a cardholder believes a card has been misused, lost or stolen, or the PIN has become known to someone else they must immediately telephone 1800 621 199. This number is available 24 hours a day 7 days a week. If the hotline is not available when the number is called, please report the loss, theft or misuse to us as soon as possible.
- 16.2 When an incident is reported, the cardholder will be given a reference number. Please retain this number as evidence of the date and time of the call.
- 16.3 If the loss, theft or misuse occurs outside Australia, the cardholder must notify an organisation displaying the VISA sign and then telephone the VISA INTERNATIONAL HOTLINE number for the country they are in.
- 16.4 If a card is reported lost or stolen, we may place a hold on all cards issued on the card account. The person reporting a card lost or stolen should inform you and all cardholders of the loss or theft as temporarily they may be unable to use their cards.

## **17. Resolution of errors or disputed EFT transactions**

- 17.1 If a cardholder believes an EFT transaction is wrong or unauthorised or a statement contains any instances of unauthorised use or errors in respect of an EFT transaction, you must immediately notify us. You must supply us with the following information:
- (a) the cardholder's name and/or membership number and relevant card number;
  - (b) the transaction you think is unauthorised or incorrect;
  - (c) an explanation as to why you think it is an unauthorised or incorrect transaction;
  - (d) the amount of the transaction.
- 17.2 We will investigate the cardholder's complaint, and if we are unable to settle the complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 17.3 Within 21 days of receipt from you of the details of their complaint we will:
- (a) complete our investigation and advise you in writing of the results of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 17.4 We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- 17.5 If we are unable to resolve the complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require a response.
- 17.6 If we find that an error was made, we will make the appropriate adjustments to the card account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

17.7 When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to these Conditions of Use and the EFT Code. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Ombudsman Service Limited (COSL) scheme, of which we are a member.

You may contact the Credit Ombudsman Service Limited by any of the following methods:

Telephone: 1800 138 422 (free call within Australia)

Facsimile: (02) 9273 8440 (normal call rates apply)

Mail: Credit Ombudsman Service Limited  
PO Box A252  
SYDNEY SOUTH NSW 1235

Website: [www.cosl.com.au](http://www.cosl.com.au)

Email: [info@cosl.com.au](mailto:info@cosl.com.au)

We are committed to responding to complaints in a way that is:

- > prompt and efficient;
- > consistent with the law, applicable industry codes and good industry practice; and
- > fair to everyone involved.

17.8 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card, we will:

- (a) give you copies of any documents or other evidence we relied upon; and
- (b) advise you in writing whether or not there was any system or equipment malfunction.

17.9 If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

## **18. Equipment malfunction**

18.1 We are responsible to you for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with a cardholder's instruction,

18.2 If, however, a cardholder was aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the card account and refunding any charges or fees imposed as a result.

18.3 You are solely responsible for your own antivirus and other security measures for your computer.

## **19. Default**

19.1 You will be in default under this contract if:

- (a) you or any cardholder breaches their obligations under this agreement (for example you do not pay the minimum payment by the due date or the credit limit or individual card limit is exceeded and you do not immediately pay the excess on receipt of a statement);
- (b) you become insolvent;
- (c) we reasonably believe there has been fraud or misrepresentation in relation to the opening or conduct of the card account.

19.2 If you are in default under this agreement, we may do any or all of the following:

- (a) suspend access to a card or card account temporarily;
- (b) close one or all of the card account(s);
- (c) cancel any card(s);
- (d) require the return of any card(s);
- (e) use any money you have in any other account you may have with us towards repaying any amount you owe us under this agreement;
- (f) demand you pay us the outstanding balance after giving you notice;
- (g) require you to pay us on demand all enforcement expenses (these are our reasonable costs (including any internal costs) of recovering amounts owed under this agreement).

## **20. Cancellation of a card or your card account**

20.1 We may at any time without notice to you for any reason cancel a card, ask for its return, retain a card presented to us or any other person, close your card account or otherwise cancel access to your card account.

- 20.2 A card must not be used after it is cancelled.
- 20.3 When we give you notice of the cancellation of a card, you must ensure it is returned to us (cut in half for protection).
- 20.4 If a cardholder does not require a replacement card, you must notify us a reasonable time before the expiration date of the card.
- 20.5 If you wish to cancel a card, you must notify us to arrange cancellation. Cancellation may not be effective until the card is returned to us.
- 20.6 You may close your card account at any time by telling us in writing and returning any cards issued to us (cut in half for protection).
- 20.7 If you request it, we will provide you with a payment figure for your card account within 7 business days of your request.

## **21. Payment on cancellation or closure**

If you or we close your card account or if we cancel any card access, you must immediately:

- (a) pay the outstanding balance;
- (b) pay immediately any amounts subsequently debited to the card account after the time of cancellation;
- (c) cancel all authorities to debit the card account; and
- (d) return all cards to us.

## **22. Chargebacks**

- 22.1 In some circumstances, the rules of the card scheme may enable you to request a reversal (chargeback) of a transaction to be claimed if a cardholder has a dispute with a merchant about it, or where payments have been debited even though you cancelled a recurring payment arrangement.

22.2 If you believe that you are entitled to a chargeback, you must notify us as soon as possible as the operating rules of the card scheme impose time limits for chargebacks. Once these time limits have expired, any chargeback rights may be lost. Where the EFT Code applies to the transaction, its time limits may apply and not those of the card scheme.

22.3 If you notify us in time, and we are satisfied that you are entitled to a chargeback, we will claim the chargeback without delay and will credit your card account for the amount initially debited for the transaction. However, you should note that the merchant also has rights to have the transaction further investigated and re-debited if appropriate. We will ensure we claim the chargeback for the most appropriate reason and not accept a refusal to chargeback by the merchant's financial institution unless it is consistent with the card scheme rules.

## **23. Internet banking**

Using our internet banking service iBank, you may check your card account balance, make payments to your card account and make payments (including BPay payments) from your card account.

If you are not already an iBank user, you can register to access this service by calling in at any branch and completing an iBank registration form. The terms and conditions governing the use of this service will be given to you at this time, or can be found in our Product Disclosure Statement which is available from any branch, from our website, [www.humebuild.com.au](http://www.humebuild.com.au) or by telephoning any branch.

## **24. Loyalty scheme rules**

24.1 Subject to clause 25 below, the Principal will earn Loyalty Points each time a cardholder uses the card account for Eligible Transactions, whether in Australia or in any other country.

24.2 The number of Loyalty Points earned is calculated on the basis of one Loyalty Point for each Australian dollar charged to the card account for Eligible Transactions.

- 24.3 Where an Eligible Transaction is in a foreign currency, the number of Loyalty Points earned will be calculated on the basis of one Loyalty Point for each Australian dollar charged to the card account for that Eligible Transaction.
- 24.4 From time to time we may determine in our absolute discretion to award additional or bonus Loyalty Points to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.
- 24.5 If the card account has negative net purchases during a statement period (because sales credits and adjustments exceed monthly purchases), Loyalty Points will be subtracted from your Loyalty account.
- 24.6 Loyalty Points will be deducted from the balance of your Loyalty Points:
- (a) when we credit your nominated account with the value of the current balance of your Loyalty Points;
  - (b) where Loyalty Points have been incorrectly credited to you; or
  - (c) where you earned Loyalty Points for an Eligible Transaction but you subsequently receive a refund for the goods or services purchased or a chargeback occurs.

## **25. When you will not earn Loyalty Points**

- 25.1 You will not earn Loyalty Points:
- (a) if the card account is in arrears for more than 60 days;
  - (b) if you or any cardholder has acted fraudulently;
  - (c) in relation to any fraudulent use of a card;
  - (d) for expenditure or goods and services acquired for personal use;
  - (e) if any cardholder breaches the Conditions of Use for the card;
  - (f) if a card is cancelled, suspended, reported lost or stolen or terminated for any reason; or
  - (g) after the expiry date of a card.

We may at our discretion restore any Loyalty Points that have been disallowed.

## **26. How you can use your Loyalty Points**

- 26.1 You can nominate either your card account or one savings account held with us to receive the benefit of your Loyalty Points.
- 26.2 Loyalty Points will be credited to your nominated account every six months at the rate of 500 Loyalty Points to one Australian dollar.

## **27. When your Loyalty Points will expire**

- 27.1 If the Principal closes, or we terminate the facility any accrued points will expire with immediate effect.

## **28. General matters**

- 28.1 Change of name/address. You must tell us promptly if you or a cardholder change your address. This can be done either by calling in at one of our branches or telephoning us on the number set out on the cover of this brochure.
- 28.2 Notices. Notices and other communications under this agreement must be in writing. Any notice or request you wish to give us should be submitted to any Hume branch or mailed to the address at the back of this booklet. We may give you notices by:
- (a) delivering them to you personally in which case the date of delivery is the date on which you receive the notice;
  - (b) mailing them to you, in which case notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if we mailed it to your last known address recorded on your card account;
  - (c) where permitted, to do so by law, providing you with a notice or other communication to any person nominated by you to receive such notices.

Any commitment we make to notify you individually of changes is subject to you keeping us informed of your current address.

- 28.3 Assignment. We may assign our rights under this agreement. The Principal may not assign its rights and obligations under this agreement.

- 28.4 Waiver. A failure or delay by us to exercise in whole or part any right or power under these Conditions of Use does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.
- 28.5 Severability. If any part of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.
- 28.6 Applicable law. This agreement is governed by the laws in force in New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of that place.
- 28.7 Set off. Subject to any applicable law, you must pay all amounts due under this agreement in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.
- 28.8 Codes of Conduct. We warrant that we will comply with the requirements of the EFT Code and the Mutual Banking Code of Practice.

## **29. Code of practice**

We undertake to comply with the Mutual Banking Code of Practice in our dealings with you.

A copy of the Code is available on our website, from any of our branches or by contacting [www.abacus.org.au](http://www.abacus.org.au). We will also post you a copy on request.

If you believe we have breached the Code you can complain to us via our customer feedback process (see below). If we are not able to resolve the complaint to your satisfaction and the complaint involves a claim that you have suffered loss or detriment, you may refer the matter to the external dispute resolution scheme (the contact details can be found in the customer feedback section of this brochure).

If the complaint does not involve loss or detriment, you can report it to our Code Complaints Manager via the customer feedback process.

We will only comply with the Code only if Australian Laws allow us to but you should be aware that the Code does not over-ride any statutory or common law obligations we have.

Where there is a conflict between the EFT Code of Conduct and the Mutual Banking Code of Practice, the EFT Code of Conduct will take priority.

### **30. Copies of documents**

You may request copies of certain documentation we hold to do with our relationship (including documentation relating to any loan or any notice less than 2 years old that we have issued to you). We will provide it to you within 14 days if the original document is less than one year old and within 30 days if it is more than one year or less than seven years old. The copy may be in the form of a computer generated record and we may charge you a fee (see our fees and charges brochure).

### **31. Electronic Communication**

Except where the EFT Code of Conduct otherwise permits and subject to the requirements of any applicable law, we may use electronic means to communicate with you instead of written communications, for example, to provide you with statements, notices, transaction confirmations or receipts electronically.

Where you agree to this:

- > you will not receive paper copies of relevant information;
- > you agree to check regularly to see if you have received any electronic communication from us;
- > you will be responsible for maintaining and checking your electronic equipment; and
- > you will be responsible for printing or saving important information and we strongly recommend that you do so.

Subject to the requirements of any applicable law, where you carry out a transaction through iBank on our website - [www.humebuild.com.au](http://www.humebuild.com.au) and we make a transaction record or receipt (which you save or print) available to you on our website immediately on completion of the transaction, we will not provide you with a paper transaction or receipt.

Where you agree to this:

- > use unsolicited email or telephone contact to ask you to disclose your personal banking information or secure code or password to us;
- > send you unsolicited emails that include attachments; or
- > send you emails that require you to click on a hyperlink in the message and provide information on your account details, financial details, login or other security password details.

If you receive such communication, delete them immediately or hang up on the caller. If a message includes our brand or name or makes reference to your banking details, contact us to report the incident.

## **32. CUSTOMER FEEDBACK - Compliments, suggestions and complaints**

There are four ways that you can provide us with your feedback:

1. Speak to any of our branch staff.
2. Phone the Support Services Manager on 1300 004 863.
3. Complete the Customer Feedback form located on our website [www.humebuild.com.au](http://www.humebuild.com.au)
4. Obtain a Customer Feedback brochure from any Society branch and fax or post the tear-off portion of the brochure to us.

Where you are not satisfied with the outcome of your complaint, you may be able to pursue the matter further by referring it free of charge to the independent Credit Ombudsman Service Limited (COSL).

You may contact the Credit Ombudsman Service Limited by any of the following methods:

Telephone: 1800 138 422 (free call within Australia)

Facsimile: (02) 9273 8440 (normal call rates apply)

Mail: Credit Ombudsman Service Limited  
PO Box A252  
SYDNEY SOUTH NSW 1235

Website: [www.cosl.com.au](http://www.cosl.com.au)

Email: [info@cosl.com.au](mailto:info@cosl.com.au)

We are committed to responding to complaints in a way that is:

- > prompt and efficient;
- > consistent with the law, applicable industry codes and good industry practice; and
- > fair to everyone involved.

### **33. Definitions**

#### **Available funds**

the difference between the individual credit limit and the sum of the outstanding balance and any transactions made or authorised but not yet debited to the card account

#### **Annual percentage rate**

the annual percentage rate that applies to your account as varied by us from time to time

#### **Business day**

any day Hume is normally open for business in New South Wales but not a Saturday, Sunday or public holiday

#### **Card**

any credit card that we provide under this agreement

#### **Card account**

each Hume Business Credit Card account issued under this facility

#### **Cardholder**

a person nominated by the Principal to operate a card account

#### **Card scheme**

the Visa Credit Card Scheme operated and maintained by Visa International Service Association ABN 70 007 507 511

**Cash advance**

a debit to a card account:

- (a) which results in the user receiving actual cash; or
- (b) where the funds are used to purchase "cash equivalent" items such as cheques or travellers cheques; or
- (c) where the funds are credited to any other account held by the Principal or a third party with us

**Chargeback**

the VISA card operating rules for transferring the transaction amount of a disputed card transaction from the merchant's financial institution to a card account

**Closing balance**

the amount shown on a statement as the closing balance being the total amount then due by you to us on that card account

**Credit limit**

the maximum amount of credit we make available on your Hume Business Credit Card facility as notified to you in the letter of offer or as varied from time to time

**Daily balance**

the outstanding balance on a card account at the end of each day

**Daily percentage rate**

the annual percentage rate divided by 365

**Due date**

the 10th day of each month. If the 10th is not a business day, payment is due the previous business day

**EFT Code**

the Electronic Funds Transfer Code of Conduct

**EFTPoS**

electronic funds transfer at point of sale

**EFT transaction**

a transaction to which the EFT Code applies

**Eligible Transaction**

any purchase by a cardholder but excludes BPay payments, cash advances, fees and charges under a card account, interest charges, government fees and charges and

unauthorised purchases for which you are not liable.

**Excess**

the amount by which the outstanding balance exceeds the individual card limit

**Individual card limit**

the maximum amount of credit available on each card

**Minimum payment**

the amount set out in condition 2.2

**Outstanding balance**

at any time, the excess of all amounts debited over all amounts credited to the card account

**Overdue amount**

at any time, the amount that is overdue for payment on a card account

**PIN**

personal identification number

**Posting date**

the date a transaction (not being a payment) is processed to a card account

**Principal**

the entity who has applied for a Hume Business Credit Card facility

**Purchase**

any amount charged by a supplier for the supply of any goods or services purchased by the use of a cardholder's card or card details including those effected by mail, internet or telephone or any transaction made via BPay

**Transaction date**

the date any transaction takes place

**Transactions**

any purchase or cash advance

**We, us, our or Hume**

Hume Building Society Limited

**You and your**

The Principal

## General Enquiries

1300 004 863

E: [hume@humebuild.com.au](mailto:hume@humebuild.com.au)

W: [www.humebuild.com.au](http://www.humebuild.com.au)

## After Hours

### Emergency Numbers

Lost or stolen card or PIN

**1800 621 199**

# Service Centres

## Albury

### Head Office

492 Olive Street, Albury NSW 2640

Phone (02) 6051 3211

Fax (02) 6051 3255

### Myer City Centre

David & Swift Streets, Albury NSW 2640

Phone (02) 6051 3306

Fax (02) 6041 3314

### Centro Albury Shopping Centre

487 Kiewa Street, Albury NSW 2640

Phone (02) 6051 3308

Fax (02) 6041 5697

### Centro Lavington Shopping Centre

Griffith Road, Lavington NSW 2641

Phone (02) 6051 3302

Fax (02) 6040 3508

### Thurgoona Plaza

Shuter Avenue, Thurgoona NSW 2640

Phone (02) 6051 3325

Fax (02) 6043 3140

## Wodonga

131 High Street, Wodonga VIC 3690

Phone (02) 6051 3309

Fax (02) 6022 9066

### Centro Wodonga Shopping Centre

Elgin Street, Wodonga VIC 3690

Phone (02) 6051 3303

Fax (02) 6022 9022

### Centro Birallee Shopping Centre

97 Melrose Drive, Wodonga VIC 3690

Phone (02) 6051 3304

Fax (02) 6043 4304

## Wangaratta

56-58 Murphy Street, Wangaratta VIC 3677

Phone (02) 6051 3324

Fax (03) 5721 3977

## Regional

### Corowa

79 Sanger Street, Corowa NSW 2646

Phone (02) 6051 3305

Fax (02) 6033 4312

### Culcairn

50 Balfour Street, Culcairn NSW 2660

Phone (02) 6051 3310

Fax (02) 6029 8121

### Yackandandah

10 High Street, Yackandandah VIC 3749

Phone (02) 6051 3311

Fax (02) 6027 1184

### Howlong

45 Hawkins Street, Howlong NSW 2643

Phone (02) 6051 3317

Fax (02) 6026 8322

### Jindera

8-9 Jindera Plaza, Jindera NSW 2642

Phone (02) 6051 3323

Fax (02) 6026 3718

### Rutherglen

128-130 Main Street, Rutherglen VIC 3685

Phone (02) 6051 3321

Fax (02) 6032 7017