

# Important Information about Value+ Credit Cards

- Credit Guide
- Conditions of Use for Value+ Credit Cards
- Information Statement

Dated: 6 June 2024

Here for good.



## About this document

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This document sets out the terms and conditions that apply to your Value+ Credit Card.

Your credit card contract with us consists of:

- your Value+ Credit Card Schedule (Schedule).
- this Important Information about Value+ Credit Cards document (these Terms and Conditions).

The documents listed above must be read together as they form the agreement between us and you. This is the credit card contract.

You must also comply with the Account Access Terms and Conditions.

If there is any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails to the extent of the inconsistency.

If there is any inconsistency between the Schedule or these Terms and Conditions, on the one hand, and the Account Access Terms and Conditions on the other, the Schedule and these Terms and Conditions prevail to the extent of the inconsistency, unless the inconsistency relates to an access method, in which case the Account Access Terms and Conditions prevail to the extent of the inconsistency.

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

While we strive to get things right, sometimes we may get things wrong. If you think this has happened, please let us know so we can make things right.

## Emergency contact details

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Call us as soon as possible to report a lost or stolen card, revealed PIN, or access code or an unauthorised use of your card or difficulty with the operation of electronic equipment relating to your card.

Call 13 19 87 if you are within Australia

or + 61 2 4907 6501 if you are overseas.

For after-hours reporting of a lost or stolen card, please call 13 19 87.

## How to contact us

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You can contact us at any of our branches or by calling 13 19 87. You can also find out general information about our services by visiting our website at [www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)

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# 1. Credit Guide

This document provides information about the loans provided by us. We are licensed to provide loans under the National Consumer Credit Protection Act 2009 (**NCCP Act**).

## Key information

<b>Our full name</b>	Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 <b>Australian credit licence/Australian Financial Services Licence 238273</b>
<b>Address</b>	Our mailing address is: Newcastle Permanent PO Box 5001 HUNTER REGION MC NSW 2310 To locate your nearest branch call 13 19 87 or visit our website <a href="http://www.newcastlepermanent.com.au">www.newcastlepermanent.com.au</a>
<b>Phone</b>	13 19 87 (open Monday to Friday 8am to 8pm and weekends, 8am to 4pm), +61 2 4907 6501 (from overseas)
<b>Email</b>	<a href="mailto:enquiries@newcastlepermanent.com.au">enquiries@newcastlepermanent.com.au</a>
<b>Internal Complaints Officer contact details</b>	Our Complaints Officer can be contacted by phone, at a branch, via email or by post using the contact details in this table.
<b>External Dispute Resolution Scheme contact details</b>	AFCA (Australian Financial Complaints Authority) can be contacted by: Website: <a href="http://afca.org.au">afca.org.au</a> Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a> Telephone: 1800 931 678 (free call) Post: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001  If an issue has not been resolved to your satisfaction by us first, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

## We will need information from you

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Under the NCCP Act, we are obliged to ensure that any loan or principal increase to a loan we arrange for you is not unsuitable. To decide this, we may need to ask you some questions in order to assess whether the loan is not unsuitable. The law requires us to:

- make reasonable inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

Credit will be unsuitable if at the time of the assessment, it is likely that at the time the loan is made:

- you could not comply with the financial obligations under the contract, or could only do so with substantial hardship; or
- the credit will not meet your requirements and objectives.

For example, if you can only repay your outstanding balance by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason, we must ask you to provide a significant amount of information. It is therefore very important that the information you provide to us is accurate.

If you decide to proceed with the loan or accept the increased limit, you can ask us for a written copy of our assessment which we will provide to you free of charge.

If you ask us for our assessment before we agree to provide you with the loan or increase your credit limit, then we must give you that assessment before we provide the loan or increase your credit limit.

If you ask for that assessment after we agree to provide you with the loan or increase your credit limit, provided that you ask within seven years of the date of the loan or the increase, then we must give you that assessment within:

- 7 business days after we receive the request (provided the request was made within 2 years of agreeing to provide you with the loan or increasing your credit limit); or
- 21 business days after we receive the request (if the request was made after 2 years of agreeing to provide you with the loan or increasing your credit limit).

If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own purpose, and you should not rely on it.

## Our internal dispute resolution scheme

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We hope you are delighted with our services, but if you have any complaints, you should notify us by contacting our Complaints Officer by:

- calling us on 13 19 87; or
- visiting one of our branches; or
- emailing [enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au); or
- writing to our Complaints Officer at our mailing address (see above).

You should explain the details of your complaint as clearly as you can. You may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly. We hope that in this way we will stop any unnecessary and inappropriate escalation of minor complaints.

## Our external dispute resolution scheme

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If we do not reach agreement on your complaint, you may refer the complaint to an ASIC Approved External Dispute Resolution (**EDR**) Scheme. Our external dispute resolution provider is specified above. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. You can obtain further details about our dispute resolution procedures and obtain details of our privacy policy on request.

## Things you should know

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We do not make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

We do not provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

## Questions?

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If you have any questions about this credit guide or anything else about our services, just ask at any time. We are here to help you.

## 2. Conditions of Use for Value+ Credit Cards

### 2.1 Meanings of words

In these Conditions of Use (and in the 'About this document' page at the beginning of these Terms and Conditions), some words have special meanings as set out in this section.

Unless defined in these Conditions of Use, special meanings are also set out in **Section A: Meanings of words** of our Account Access Terms and Conditions which should be read together with this document.

**"Account Access Terms and Conditions"** means the terms and conditions set out in the document called Account Access Terms and Conditions issued to you in connection with your credit card account. The Account Access Terms and Conditions govern the payment facilities (including definitions) available with your credit card account.

**"annual percentage rates"** means the percentage rates per annum applicable to purchases, cash advances and balance transfers, determined by us and which may change from time to time and which are initially set out in the Schedule.

**"authorised transaction"** means a transaction carried out by you, or by an additional cardholder, or by any other person with your or an additional cardholder's knowledge or consent, excluding a transaction carried out by an additional cardholder or by a person with the knowledge or consent of an additional cardholder, where before that transaction, you told us to cancel that additional cardholder's card, and the transaction occurred without your knowledge or consent.

**"balance transfer"** means an amount you request to transfer to your credit card account in accordance with clause 2.9 of these Conditions of Use.

**"balance transfer rate"** means the balance transfer rate set out in the Schedule, as varied from time to time.

**"banking application"** means a mobile device application (mobile app) made available by us that allows you to view and transact on your account.

**"card"** means any credit card (including a Visa payWave – enabled card) issued by us for your credit card account except a Business+ Credit Card.

**"cash advance"** means a transaction on your credit card account where you or an additional cardholder can:

- draw cash from the credit card account using electronic equipment or at a financial institution; or
- make cash equivalent transactions, such as traveller's cheques or gambling transactions; or

- transfer, or arrange for the transfer of, funds from the credit card account to another account where available.

**"cash advance rate"** means the cash advance rate set out in the Schedule, as varied from time to time.

**"chargeback"** means reverse or cancel or procure a refund for a transaction and consequent upon which we in turn agree to credit your credit card account with the amount of that transaction.

**"credit card account"** means an account we establish in your name for recording transactions in connection with your credit card contract.

**"credit card contract"** means the contract entered into between you and us governing your credit card account, including the use of a card, the terms of which are comprised in these Conditions of Use, the Schedule and the Account Access Terms and Conditions.

**"disclosure date"** means the date we disclose information to you about your credit card contract as required by law before you enter into your credit card contract.

**"due date"** means the minimum payment amount due date which is set out in a statement issued on a credit card account.

**"financial institution"** means, in Australia, a bank or building society or credit union or any other authorised deposit taking institution within the meaning of the law, including us, and for overseas institutions it means the equivalent or similar organisations to those just described.

**"hold"** means a transaction which you or an additional cardholder authorises and has not yet been processed to your credit card account.

**"merchant"** means a provider of goods or services who accepts payment by card for which you or an additional cardholder has provided consent.

**"minimum payment amount"** means 3% of the closing balance of your credit card account statement or \$10.00, whichever is the greater.

**"National Credit Code"** means the National Credit Code in Schedule 1 of the National Consumer Credit Protection Act 2009.

**"other agreement"** means any other agreement or arrangement under which we provide financial accommodation to you or any guarantor at any time.

**"promotional plan rate"** means an alternative interest rate(s) or no interest rate that applies to certain transactions on your credit card account for an agreed period of time.

**"purchases"** means purchases of goods or services and includes transactions you or an additional cardholder authorise merchants to make on your credit card account if certain events occur, such as when you authorise a hotel to complete a transaction when you book a room but you do not arrive to occupy the room. In some circumstances, a purchase may also arise where you use your credit card account to pay a bill using BPAY® (registered to BPAY Pty Ltd ABN 69 079 137 518).

“**purchase rate**” means the purchase rate set out in the Schedule, as varied from time to time.

“**push notification**” means a message generated by the Newcastle Permanent banking application and sent to your device, even when you do not have the application open.

“**Schedule**” means a Schedule issued by us to you in connection with your credit card account, which forms part of your credit card contract.

“**statement**” means a statement issued by us to you under clause 2.13 in relation to your credit card account.

“**statement period**” means each period for which we establish a statement on your credit card account and is specified on your statement of account as the period.

“**unauthorised transaction**” means any transaction other than an authorised transaction.

“**Visa service**” means any payment facility or service offered by Visa (including Visa contactless and Visa easy payment service) available to you or an additional cardholder to access your credit card account using a card.

“**we**”, “**us**”, “**our**” means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian Financial Services Licence/Australian credit licence 238273. It may also extend to products or agreements operated under our other brands (such as Greater Bank). For example, for combining accounts, set-off and cross-default under agreements with “us”.

“**you**” and “**your**” means the holder of the credit card account excluding any additional cardholder, subject to any other provisions of this document.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- law means common law of Australia, principals of equity, and laws made by the Parliament of the Commonwealth of Australia and the Parliament of the State of New South Wales (and laws made by those parliaments include regulations and other instruments under them, and consolidations, amendments, enactments, or replacements of them); and
- anything includes the whole and each part of it.

## 2.2 When these Conditions of Use apply

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You accept our offer to enter into a credit card contract only when you activate your card or you or an additional cardholder uses their card for the first time.

Only you can activate your card and an additional cardholder’s card. To do this, call us on 13 19 87 within 21 days of receipt of the card. Failing activation within 21 days, our offer

to enter into your credit card contract may expire and:

- a. we may not provide you with a credit card account and you may need to reapply; and
- b. you must use reasonable efforts to destroy the card as soon as possible.

Immediately upon receipt and before use of the card, you must sign your card and any additional cardholder must sign their card.

Cards issued by us are usually posted to you in the mail. However, for security or other reasons we may notify you of alternative arrangements for providing you with a card.

If you do not agree with the terms of the credit card contract:

- i. do not sign your card;
- ii. do not allow an additional cardholder to sign their card;
- iii. do not activate your card;
- iv. do not activate an additional cardholder’s card;
- v. do not carry out a transaction or permit an additional cardholder to carry out a transaction; and
- vi. destroy all cards immediately.

## 2.3 Credit limit

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You must keep your credit card account limit within the credit limit specified in the Schedule.

Your available credit excludes any uncleared cheques or funds subject to a hold.

We will not increase your credit limit unless you request us to do so. Any request to increase your credit limit is subject to our usual credit assessment procedure. You should tell each additional cardholder your credit limit. You are responsible to pay any excess if your credit limit is exceeded.

We can require you to immediately pay any overdue amount or amount you owe us over your credit limit.

You may reduce your credit limit if you do each of the following:

- a. give us notice by sending a request via our website [www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au), calling us on 13 19 87 or visiting a branch; and
- b. ensure your outstanding balance (including any interest or fees accrued but not yet debited to your account) is less than your requested reduced credit limit.

Minimum credit limits apply. For further details, contact us.

## 2.4 Your credit card account

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You can use your card or additional cardholders can use their card on your credit card account once the card is activated. The card is valid for the period indicated on the card.

Details of accessing credit from your credit card account are detailed below, and in the Account Access Terms and Conditions.

We can debit your credit card account with any:

- a. purchases (including purchases made through any Visa service);
- b. cash advances;
- c. balance transfers;
- d. authorised direct debits where card details have been provided to the merchant;
- e. automatic payment plan; and
- f. at our discretion acting reasonably, other transactions permitted by us.

We can also debit your credit card account with any:

- i. interest charges;
- ii. fees and charges; and
- iii. our reasonable expenses incurred for enforcing the terms of your credit card contract which you must pay under your credit card contract.

Each card remains our property. You must return your card and/or an additional cardholder's card to us if we ask for it. You must destroy your card and/or an additional cardholder's card that is no longer valid as soon as you become aware that it is no longer valid.

## 2.5 Security of cards and codes

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We will provide you with a PIN for your card and a PIN to an additional cardholder for their card. The PIN we issue you and any additional cardholder will be different. If you do not receive your PIN or any additional cardholder's PIN please contact us as soon as possible. You and any additional cardholder can select your own PIN. We strongly recommend you select a PIN that you can remember without needing to make a written record of it. You or an additional cardholder can change the PIN provided by contacting us or through one of our ATMs.

Ensuring the security of cards and codes is very important. You must make every effort to ensure that your card and any records of your codes or any additional cardholder's card and records of their codes are not misused, lost or stolen. If you or an additional cardholder fails to observe the security requirements set out in these Conditions of Use and the Account Access Terms and Conditions you may be held liable for any unauthorised transactions.

You must tell us as soon as you become aware that your card has been misused, lost or stolen or if you suspect that your code has become known to someone else. If your card is lost or stolen and unauthorised transactions then occur on your credit card account, you will normally not be liable for unauthorised transactions occurring after you tell us that your card has been lost or stolen, unless you or an additional cardholder contributed to that loss.

Further conditions relating to your obligations for the security of your card and code and the obligations for any additional cardholders for the security of their cards and codes are detailed in the Account Access Terms and Conditions.

## 2.6 Additional cardholders

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We may issue a card under your credit card account to anyone you nominate provided they are at least 16 years of age. You may revoke the nomination at any time.

We will not accept any person as an additional cardholder unless their identity has been verified by us in accordance with our procedures. A person nominated by you to be an additional cardholder on your credit card account must provide any details that we request for this purpose.

You are liable for any use of the additional cardholder's card and any breach of the credit card contract by an additional cardholder.

Additional cardholders may access your credit card account electronically. Additional cardholders may also obtain information about the status of your credit card account and transactions made on your credit card account.

An additional cardholder may use their card and the credit card account as you are able to use your card and the credit card account under the credit card contract, except for:

- a. changing the credit limit;
- b. applying for a balance transfer;
- c. adding or removing an additional cardholder;
- d. changing any details of the credit card account; and
- e. at our discretion acting reasonably, any transactions not permitted by us.

An additional cardholder will receive their own card and PIN linked to your credit card account.

All additional cardholders must comply with the Account Access Terms and Conditions in relation to the security of their card and codes.

An additional cardholder may report their card as lost or stolen, which may result in a new card being issued to them on your credit card account.

We can cancel an additional card at any time. You may notify us if you want an additional cardholder's card cancelled. We will then cancel the card. A cancelled card must be

destroyed as soon as possible. Once we accept instructions to cancel an additional card, you will not be liable for losses resulting from any unauthorised use of that additional card by the additional cardholder.

However, you will be liable for any transactions made by an additional cardholder before we accept instructions for the cancellation of the additional cardholder's card.

## 2.7 Membership

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You must be a member of us to take up our products and services. If you are not already a member of us, by accepting this offer, you apply to become a member

## 2.8 Using electronic equipment

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When you use your PIN or additional cardholders use their PIN and/or card at a terminal (including using your card to access any Visa service) you authorise us to act on the instructions entered into the terminal.

Transactions made through electronic equipment:

- a. are governed by these Conditions of Use, the Schedule and the Account Access Terms and Conditions; and
- b. may be limited to specific amounts set by us or by a third party.

Daily or periodic electronic banking maximum and/or minimum cash withdrawal amounts may apply and are detailed in your Schedule.

Payments made using electronic equipment will be processed as soon as possible but may not be processed or made available until the next business day. Payments made to an account with another financial institution from your credit card account are also subject to any relevant processing cut off times of the other financial institution.

Further conditions relating to the use of your card or an additional cardholder's card via BPAY are detailed in the Account Access Terms and Conditions **Section H - BPAY®**.

Further conditions relating to the use of your card or an additional cardholder's card via electronic equipment, internet banking, or by mobile application (or mobile app) issued by us are detailed in the Account Access Terms and Conditions.

## 2.9 Balance transfers

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You may request us to make a balance transfer payment.

Applications for balance transfers are subject to our approval, acting reasonably. Balance transfer payments may only be made to a credit card issued by another Australian financial institution or a major store card unless we indicate otherwise.

In respect of any balance transfer payment we make, a minimum balance transfer amount of \$500 will apply, and a maximum amount will be determined by us (subject to your credit limit). An additional cardholder cannot apply for a balance transfer.

We will charge interest at the balance transfer rate on the balance transfer amount from

the date the amount is transferred to your credit card account.

A balance transfer amount can be subject to a promotional plan rate. On expiration of a promotional plan rate, the outstanding balance transfer amount (including any accrued interest and fees) will be subject to the balance transfer rate.

You must continue to make all necessary payments to your credit card account with your financial institution or other card issuer until you receive confirmation from us that the balance transfer has been processed, and the balance transfer amount has been credited to your credit card account.

We are not liable for:

- delays in receipt or non-receipt of any relevant application form in respect of a balance transfer;
- expenditure, overdue payments or accrued interest, fees and charges incurred on other accounts held by you;

except to the extent arising from the mistake, error, fraud, negligence, or wilful misconduct of us, or any of our officers, agents, or employees.

## 2.10 Cash advances

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A cash advance occurs when you use your card or an additional cardholder uses a card to obtain cash or make a funds transfer from your credit card account to another account.

A fee may apply when obtaining a cash advance or when transferring funds from your credit card account to another account. The fee is detailed in your Schedule.

The following conditions apply to cash advances:

- a. the minimum and maximum amount for any cash advance you or an additional cardholder may request is detailed in your Schedule
- b. ATMs and terminals owned by other financial institutions both within Australia and overseas may place or change limits and charge fees on the use of their terminals
- c. automatic transfers made to another account through electronic equipment may be treated as a cash advance;
- d. we charge interest on the cash advance amount debited to your credit card account at our cash advance rate from the date the cash advance amount is debited to your credit card account;
- e. there may also be a daily electronic equipment maximum amount (as detailed in your Schedule);
- f. a cash advance fee may apply (as detailed in your Schedule) which may vary from time to time; and
- g. when using your card overseas or in Australia at other financial institutions (for both over the counter transactions and at ATMs), the relevant financial institution may levy an additional charge, the amount of which may vary from institution to institution.



The charge will be payable in addition to the Cash Advance Fee or any other fee imposed by us and will be included in the total cash advance amount printed on your statement.

Further conditions for using your card to obtain cash withdrawals are detailed in our Account Access Terms and Conditions.

## 2.11 Purchases

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You can normally use your card or additional cardholders can use their card on your credit card account to make purchases at merchants through mail order, telephone or by using the internet in Australia and overseas wherever Visa is accepted.

We are not responsible for purchases by you using a card, unless the law makes us liable.

You or any additional cardholder must not use a card in a manner that will be in breach of the law.

For example, from 11 June 2024, certain gambling service providers are prohibited from accepting credit cards as a form of payment under the Interactive Gambling Act 2001. You or any additional cardholder must not use a card to make payments for such services. These transactions may be blocked.

Further conditions for using your credit card account to make purchases are detailed in the Account Access Terms and Conditions.

### **2.11.1 When a merchant places a hold on funds on your credit card account**

Sometimes a merchant will place a hold on your card or an additional cardholder's card for an agreed amount before a purchase is made.

If an amount placed on hold by a merchant has not been authorised by you or by an additional cardholder, the hold may be removed when a merchant processes a transaction.

Further details are disclosed in the Account Access Terms and Conditions.

### **2.11.2 Authorisation**

You must check that the correct amount is entered in a terminal or written in the "total" box on a voucher or online and verify that the correct amount has been entered by the merchant for over the phone transactions before you authorise the transaction.

## 2.12 Foreign transactions

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You can normally use your card or additional cardholders can use their card on your credit card account to obtain cash and/or make a purchase in local currency at most overseas terminals or via online channels (e.g. merchant websites) displaying the Visa logo.

International transaction conversion rates are set by Visa and can fluctuate until the time the transaction is debited to your credit card account. Transactions are converted from the currency of the transaction to the Australian dollar equivalent (or to United States

dollar then to the Australian dollar equivalent), as at the date they are processed by Visa. Both debits and credits in foreign currencies to your credit card account are subject to international conversion rates.

A foreign currency conversion fee may apply and is set out in your Schedule. This fee may change from time to time. The foreign currency conversion fee occurs at the time of the international transaction and is listed on your statement in Australian dollars.

Unauthorised foreign currency transactions under dispute which are refunded to your credit card account are subject to international transaction conversion rates. This may result in the initial debit and the corresponding refund having different Australian dollar values.

All international transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

Further conditions for using your credit card account for international transactions including the process of how the transactions are converted to Australian dollars are detailed in the Account Access Terms and Conditions, **Section E – Cards**.

## 2.13 Issuing statements

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We will issue you a statement monthly and otherwise at regular intervals.

We may not issue a statement if:

- a. your credit card account balance is \$0 and you have made no transactions during the statement period;
- b. we have written off the amount you owe us on your credit card account and no other entries have been made since the previous statement date;
- c. you have failed to comply with the terms of your credit card contract that amounts to an Event of Default over three consecutive statement periods, including the last statement period, and we have not given you further credit on your credit card account during the last statement period; or
- d. other circumstances exist where the law does not require us to.

Each credit card account statement will include information about your credit card account including:

- i. amounts payable immediately (if any);
- ii. a closing balance which tells you how much you owe;
- iii. the minimum payment amount (if any) you must make;
- iv. the date on which the minimum payment amount is due for payment; and
- v. any other details the law requires us to provide.

You may ask us in writing to give you a written confirmation of the amount owing on your card account at any time and the particulars of the items making up that amount. If so, we will provide that confirmation of amount owing to you at the earliest practicable time, subject to any applicable law providing for shorter time frames.

## 2.14 Monthly payment amounts

To avoid late payment fees, it is important to make a payment by your payment due date. You must pay the minimum payment amount by the due date specified on your statement. You must also pay any amount by which you have exceeded the credit limit and any overdue amounts immediately upon receipt by you of your statement.

If the amount due is less than \$10.00, you must pay this in full on or before the due date.

You can make additional payments at any time.

Although you can reduce your closing balance by making a payment during the statement period, it is also necessary to make at least the minimum payment before your payment due date.

## 2.15 Methods of payment

You must pay your credit card account in Australian currency in Australia.

You cannot pay it through a financial institution overseas. If you are overseas (and you are unable to make payments over the phone or through electronic equipment), you must arrange for someone in Australia to make payments to your credit card account.

You can make your payments in ways listed on your statement.

Payments made using electronic equipment will be processed as soon as possible however, may not be processed or made available until we have received cleared funds. Payments made to or from accounts with other financial institutions from or to your credit card account are also subject to any relevant processing cut off time of the other financial institution. Payments made through BPAY are subject to processing times as detailed in **Section H – BPAY®** in the Account Access Terms and Conditions.

Funds credited to your credit card account due to refunds, adjustments or as a result of chargebacks are not considered payments for purposes of determining whether you have paid the required minimum payment amount.

## 2.16 Processing payments

Payments are only made when we credit them to your credit card account. We credit a payment to your credit card account as soon as possible, however, payments will not be processed and funds will not be made available until we have received cleared funds.

Proceeds of cheques are subject to our clearance requirements and the clearance requirements of other relevant financial institutions. It usually takes 3 business days for cheques to clear after they have been deposited, but it may take longer. If you pay by cheque and the cheque is dishonoured, we treat the payment as if it was never made.

### 2.16.1 Crediting of payments to your credit card account

Payments to your credit card account are allocated as determined by us from time to time. Any allocations will be made in accordance with the law.

## 2.17 Interest

### 2.17.1 Interest-free period for purchases

The maximum interest-free period applicable to your credit card account is detailed in your Schedule. The interest-free period is only available on purchases. The actual interest-free period may be less than the maximum interest-free period for your credit card account, due to the date on which the purchase is made and the date on which a statement period ends.

Each statement tells you the closing balance on the credit card account at the end of the statement period as well as the due date for payment for that statement period.

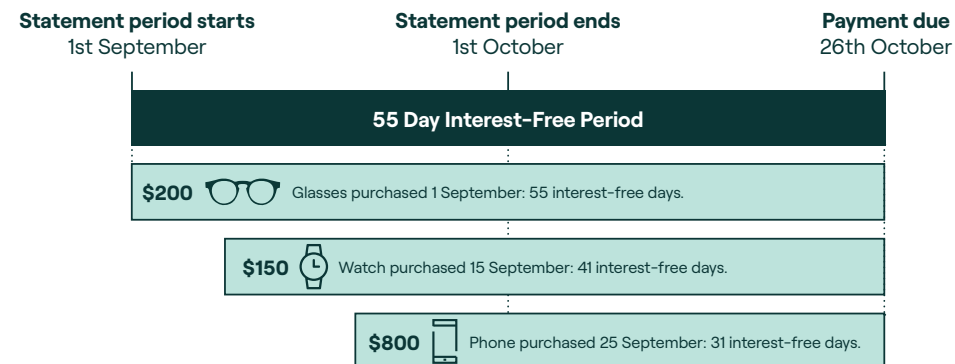
#### Example of how an interest-free period works

In this example:

- there is a 55 day interest-free period; and
- the statement period begins on the 1st of September, this is the same date the 55 day interest-free period begins.

If the statement period ends on the 1st of October, you then have 25 days, ending on the 26th of October to make the minimum payment, or to pay the entire closing balance to receive your interest-free period. The 55 days commencing on your statement period start date (in this example, the 1st September) makes up your interest-free period.

To avoid paying interest in this example, you would need to pay off the entire closing balance (as at the 1st October) by the 26th of October.



### **2.17.2 Using the full interest-free period for purchases**

If you want to make use of the interest-free period, each month you must pay the closing balance (including any accrued interest, fees and charges) on each statement in full by the due date. If you do not pay the closing balance in full by the due date, you will no longer receive an interest-free period for new purchases until the next time you pay your closing balance in full by the due date.

### **2.17.3 Calculating and debiting interest charges on purchases**

Subject to clauses 2.17.1 and 2.17.2, we charge interest on purchases debited to your credit card account and on any unpaid interest relating to purchases at the purchase rate.

If you do not pay the closing balance in full by the due date, interest will be calculated on the following amounts:

- the unpaid closing balance, from the day after the due date;
- purchases made on or prior to the due date, from the day after the due date; and
- purchases made after the due date, from the date of the purchase.

We calculate the interest we charge by using the daily percentage rates applying to your credit card account. The daily percentage rate for purchases is calculated by dividing the purchase rate applying to your credit card account by 365 days (366 days in a leap year).

For any statement period there may be some purchase amounts on which we charge interest and some on which we do not charge interest. For example:

- if you have made purchases during a statement period and are eligible to receive interest-free days for those purchases (but you have incurred a fee during that statement period), we do not charge interest on those purchases but we may charge interest on the fee incurred during that statement period (see clause 2.18 for further details);
- if you did not pay the closing balance in full by the previous due date, then you will incur interest on all purchases made after the due date, from the date of the purchase up until the date you pay the balance in full.

For all outstanding amounts on which interest is payable, we calculate interest on those repayable amounts for a statement period in three steps:

- first, we average the outstanding daily amount of the purchases on which we do charge interest plus any accrued unpaid interest relating to purchases

which have been charged to the credit card account over the statement period;

- then we multiply this average by the daily purchase rate applying to your credit card account; and
- finally, we multiply this amount by the number of days in the statement period, or from the last due date, if the full closing balance was not paid in full on the due date.

The result we get from the last step is the amount of interest on purchase amounts we charge to your credit card account in the statement period.

### **2.17.4 Interest charges on balance transfers and cash advances**

Interest is charged on balance transfers from the date the balance transfer amount is debited to your credit card account until the balance transfer amount is paid in full, unless the balance transfer amount is subject to a promotional plan rate.

Interest is charged on cash advances from the date the cash advance amount is debited to your credit card account until the cash advance amount is paid in full. Refer to clause 2.17.6 for calculation of interest relating to balance transfers subject to a promotional plan rate.

### **2.17.5 Calculating and debiting interest charges on balance transfers and cash advances**

We charge interest on balance transfers debited to your credit card account and on any unpaid interest relating to balance transfers at the balance transfer rate, unless the balance transfer amount is subject to a promotional plan rate.

We charge interest on cash advances debited to your credit card account and on any unpaid interest relating to cash advances at the cash advance rate.

For all outstanding amounts on which interest is payable, we calculate the interest on balance transfers and cash advances for a statement period in three steps:

- first, we average the outstanding daily amount of the balance transfers plus any accrued unpaid interest relating to balance transfers which have been charged to the account over the statement period. We also average the outstanding daily amount of cash advances plus any accrued unpaid interest relating to cash advances which have been charged to the credit card account over the statement period;
- then we multiply the average balance transfer amount calculated in the preceding step by the daily balance transfer rate applying to your credit card account. The daily percentage rate for balance transfers is calculated

by dividing the balance transfer rate applying to your credit card account by 365 days (366 days in a leap year). We also multiply the average cash advance amount calculated in the preceding step by the daily cash advance rate applying to your credit card account. The daily percentage rate for cash advances is calculated by dividing the cash advance rate applying to your credit card account by 365 days (366 days in a leap year); and

- finally, we multiply each of the amounts calculated in the preceding steps by the number of days in the statement period.

The two figures we get from the last step are the amounts of interest on balance transfers and cash advances (respectively) that we charge to your credit card account in the statement period.

Refer to clause 2.17.6 for calculation of interest relating to balance transfers subject to a promotional plan rate.

#### **2.17.6 Calculating and debiting interest charges on balance transfers subject to a promotional plan rate**

If a balance transfer is subject to a promotional plan rate, we charge interest on the balance transfer and on any unpaid interest relating to the balance transfer at the promotional plan rate. We calculate interest on a balance transfer subject to a promotional plan rate for a statement period in three steps:

- first, we average the outstanding daily amount of the balance transfer plus any accrued unpaid interest relating to the balance transfer which has been charged to the credit card account over the statement period;
- then we multiply the average balance transfer amount calculated in the preceding step by the daily promotional plan rate applying to your credit card account; and
- finally, we multiply the amount calculated in the preceding step by the number of days in the statement period.

The results we get from the last step is the amount of interest on the balance transfer subject to a promotional plan rate that we charge to your credit card account in the statement period.

#### **2.17.7 When interest is debited to your credit card account**

We debit your credit card account on the last day of each statement period:

- with the interest we calculated during that statement period up to and including that last day; and
- once you repay your debt, for any interest owing on the balance as at the day before you repay your debt.

Some transactions and/or associated interest, fees and charges authorised on your credit card account on or before the last day of a statement period may not appear on your statement due to processing cut off times of the merchant or other financial institutions. In these circumstances, such transactions, associated interest, fees and charges will appear on a subsequent statement.

## **2.18 Fees and charges**

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We debit all fees and charges to your credit card account as set out in your Schedule.

Certain unpaid fees and charges debited to your credit card account will incur interest. The rate at which the unpaid fees and charges will incur interest depends on the nature of the fee or charge. For example, a fee or charge incurred in respect of a cash advance will incur interest at the cash advance rate.

## **2.19 Reporting mistakes and claiming chargebacks**

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You should keep all vouchers and transaction records you are given from merchants, financial institutions and electronic equipment, and also any records of any current regular payment arrangements. You should check the details and entries on each statement for accuracy as soon as you receive it.

The date appearing on your transaction record may not be the date shown on your statement.

You should tell us promptly if you think there is an error, discrepancy or unauthorised transaction in your statement. If you delay telling us it may limit our ability to resolve any subsequent complaint. If you do not tell us within 120 days from transaction date then we may lose our chargeback rights. If you tell us after this time and we cannot chargeback the transaction you may still be liable for that transaction.

We may not be able to chargeback any disputed regular payment arrangement or transaction if you cannot provide evidence that you cancelled the authority before the date the disputed transaction was processed.

Chargeback rights do not apply to BPAY payments made using your credit card account as detailed in our Account Access Terms and Conditions **Section H - BPAY®**.

If you dispute a transaction on your credit card account or any transaction involving use of a card and code, you should call us on 13 19 87 or visit one of our branches to complete a request to have the transaction investigated.

If your request relates to a transaction involving use of your card and code and it cannot be resolved immediately, we will write to you and tell you of our procedures for investigating and resolving your request.

Clause 10 in **Section B – General terms and conditions** of our Account Access Terms and Conditions details further our dispute resolution procedures. If we reasonably determine as a result of our investigations that your credit card account has incurred

an unauthorised transaction, we will adjust your credit card account (including any associated interest and fees and charges) and advise you of the amount by which your credit card account has been debited or credited. Credits made to your credit card account as a result of a chargeback may not be available to use immediately as the merchant may dispute the chargeback.

Transactions which are refunded and are in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by Visa. This may often result in the refunded transaction being converted using an exchange rate different from the one used to convert the original transaction, resulting in a different amount being debited or credited to your credit card account.

If we reasonably determine that your credit card account has not incurred an unauthorised transaction and that you are liable for the whole or part of the loss, we will give you copies of documents and other evidence on which we base our findings subject to any relevant laws restricting us from doing so.

If, after this review, you are still dissatisfied with our findings, we will tell you about outside authorities or persons to whom you can take your dispute.

## 2.20 Lost or stolen card or revealed code

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Please refer to **Section C – Securing your payment facilities** in our Account Access Terms and Conditions which details the conditions you and each additional cardholder must comply with in relation to reporting a card that is lost or stolen or codes that have been revealed.

We may provide you or an additional cardholder with assistance in relation to emergency services while your new card and codes are being sent to a location agreed by you and Visa. These emergency services can include an emergency card and cash disbursements. These services are subject to processing times by us and Visa.

## 2.21 Liability for transactions

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Unless indicated otherwise, you are liable for any transactions made by you or an additional cardholder using your credit card account.

Visa's card scheme allows us to dispute an authorised transaction for you in certain circumstances within strict time limits. Those transactions are governed by these Conditions of Use and the Account Access Terms and Conditions. If Visa's card scheme rules allow us to do so, we will (upon your request) chargeback a transaction for you provided you follow the process set out in clause 2.19. Before we are able to do this, you must first try to get a refund from the merchant.

Visa's card scheme may require the disputed card and/ or credit card account to be cancelled before we can proceed with making a claim under our chargeback rights.

You are not liable for any loss arising out of an unauthorised transaction which:

- a. you or any other authorised user did not contribute to; or
- b. arises after you have notified us that any card attached to your credit card account has been misused, lost or stolen or that the security of codes forming part of the access method has been breached; or
- c. is caused by the mistake, error, fraud, negligent or willful misconduct of any of our employees or agents; or
- d. is caused by the agents of any person (including merchants) involved in the electronic funds transfer network; or
- e. results from any component of an access method being forged, faulty, expired or cancelled; or
- f. arose from transactions requiring the use of any card or code forming part of the access method which occurred prior to you or a user receiving such card or code; or
- g. is caused by the same transaction being incorrectly debited more than once to your credit card account; or
- h. you were not aware of and could not have known about.

If any provision of these Conditions of Use determining your liability for transactions conflicts with the ePayments Code then to the extent of that inconsistency the provisions of the ePayments Code will prevail. We will comply with all of the applicable requirements of the ePayments Code.

For further information, please refer to **Section D – Liability for unauthorised transactions** in our Account Access Terms and Conditions.

## 2.22 Variation

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**IMPORTANT: We can make changes to this credit card contract at any time (except interest rate changes during a promotional plan rate period). In making any changes, we will act reasonably.**

Acting reasonably, we may change any term of this credit card contract at any time without your consent, including:

- a. changing the annual percentage rate (except during any promotional plan rate period);
- b. changing the amount or time for repayments;
- c. changing the frequency of any payment;
- d. changing the amount or frequency of the payment of any fee or charge;
- e. imposing a new fee or charge;
- f. changing the method of calculating or debiting interest;
- g. changing the transaction limits; and

h. making any other reasonable change.

We will give you:

- i. not less than 20 days notice of a change to the way interest is calculated or applied;
- ii. notice of a change to the interest rate(s) applicable to your loan not later than the day on which the change takes effect;
- iii. not less than 20 days notice of a change to the amount, frequency, or due date of your repayments;
- iv. not less than 20 days notice of a change to the fees and charges payable;
- v. notice of a change to any government charge or tax reasonably promptly after the government notifies us (unless the government itself publicises the information); and
- vi. not less than 20 days notice of any other change we make to this credit card contract that we consider to be materially adverse to you.

We may give you a shorter notice period or no notice if the change is not adverse to you or reduces your obligations. We may also not give you notice of a change to the amount of your repayments if your repayments are determined by reference to a method of calculation.

We will notify you of any change or variation to this credit card contract either in writing (including by electronic means) or by publishing a notice that is accessible to you and reasonably prominent. Any variation will take effect from the date specified in the notice of change we give you.

If you are not satisfied with any change or variation to this credit card contract, you may close your credit card account in accordance with clause 2.27.

## 2.23 Default

**IMPORTANT: The events which may cause you to default under this credit card contract are listed below. You may default even if you have made all your payments. If you are in default, we may cancel your card and require repayment of the balance outstanding.**

You will be in default under this credit card contract if:

- a. you fail to pay any money due to us under your credit card contract or any other agreement with us (including an agreement with any of our other brands such as Greater Bank) by the due date for payment;
- b. you do not pay any amount exceeding \$50,000 to any person other than us by the due date for payment;
- c. you become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law;

d. you are sentenced to prison for a term of 12 months or more; or

e. any information you gave to us in relation to this credit card contract is found to be materially untrue or misleading.

If you are in default under this credit card contract, we may take any of the following actions:

- i. Suspend your card and any additional cardholder's card.
- ii. Cancel your card and any additional cardholder's card. You must destroy your cancelled card if you have access to it.
- iii. Require repayment of the outstanding balance of your credit card account and all other money payable under this credit card contract after giving you at least 30 days notice of the default.

If you do not pay the minimum repayment for a statement period by the due date, we may elect not to provide any further credit to you until your credit card account is brought up to date and you satisfy any other requirements we reasonably impose.

Our rights under this credit card contract are unaffected by any delay in exercising those rights, or by it giving you any time or other indulgence, except to the extent those rights are waived by law.

## 2.24 Enforcement expenses

**IMPORTANT: If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the security, collection expenses, and any other internal or external costs we incur as a result of your default.**

Enforcement expenses may become payable by you if you default under or breach this credit card contract. We may debit your credit card account with our enforcement expenses at any time after they are incurred.

Enforcement expenses include collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching or defaulting under this credit card contract (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher).

Enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).

You indemnify us from and against any expense, loss, loss of profit, damage or liability which we incur as a consequence of a breach of or default under this credit card contract, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

If any obligation to pay us an amount under your credit card contract becomes merged

in a court order, then you must pay interest on that amount as a separate obligation. The interest rate we apply from time to time is the higher of the annual percentage rate chargeable under your credit card contract and the rate payable under the court order. We calculate the interest daily and may debit your credit card account:

- a. monthly; and
- b. on the day the credit card account is repaid in full, with the interest calculated up to the end of the day prior to the date of full repayment.

If you are in default, we may use funds you have in other accounts with us toward repaying us the amount owing under that default, and without giving you prior notice, but we will notify you after we do this.

## 2.25 Suspension of your credit card account

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If you do not pay the minimum payment amount for a statement period by the due date, we may suspend your credit card account and may not provide any further credit to you. The suspension may remain in place until the credit card account is brought up to date and you satisfy any other requirements we impose.

We may suspend your credit card account if we reasonably consider it necessary to prevent fraud or other losses to you or us.

If we suspend your credit card account you must continue paying the minimum payment amount shown on each statement after the suspension. We continue to charge interest and fees and charges to your credit card account until you repay your credit card account in full.

You must not try to obtain credit after we suspend your credit card account. If we have suspended your credit card account, you may use your credit card account if we reinstate it.

## 2.26 Cancellation or suspension of your card

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We may cancel or suspend your card or an additional cardholder's card at any time acting reasonably. If we cancel your credit card, we will tell you and, if appropriate, give you the general reasons for doing so. You must use reasonable efforts to destroy the cancelled card as soon as possible after you become aware of it being cancelled. You must still pay the minimum payment amount shown on each statement issued after we cancel your card. We will continue to charge interest, our fees and charges and government charges to your credit card account until you repay your credit card account in full.

For example, we may suspend or cancel your credit card account if we reasonably believe doing so may protect you or another person from harm arising from the use or access to the payment facility in a manner that is abusive. The use of a payment facility in this manner is not tolerated by us.

We cancel your right to obtain credit on your credit card account once we have cancelled your card. You must not try to obtain credit on your credit card account after you have received confirmation that we have cancelled your card. You are responsible for cancelling any regular payment authorities that are linked to your credit card account when your card is cancelled. This includes any regular payment authorities of an additional cardholder.

You may cancel your credit card at any time by:

- a. Logging onto internet banking; or
- b. giving us notice by sending a request via our website [www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au), calling us on 13 19 87 or visiting a branch.

After we receive your request to terminate your credit card contract, you may continue to be responsible for certain liabilities including:

- i. transactions made before we fully process the termination of your credit card contract; and
- ii. interest, fees and charges and our reasonable enforcement expenses which will continue to be chargeable on your credit card account until the outstanding balance is reduced to nil.

We will use reasonable efforts to prevent further transactions using a card that we have cancelled, but in some cases it is not possible for us to prevent further transactions. If there is a transaction on the cancelled card that we are not able to prevent, we may debit the amount of the transaction to the credit card account and you must pay us that amount and any associated interest or fees.

## 2.27 Termination of your credit card contract

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If you cancel your credit card account, your credit card contract will end with us when the last of the following has occurred:

- a. You have destroyed your card and any additional cardholders' cards issued on your credit card account;
- b. You have paid the outstanding balance (if any) of your credit card account; and
- c. You have cancelled, and take reasonable steps to ensure that any additional cardholder cancels, all direct debits and recurring transactions or payment authorities established on the credit card account.

Direct debits and recurring transactions or payment authorities established on your credit card account will continue to be charged until you cancel each authority with the provider or merchant.

## 2.28 When unforeseen circumstances occur

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Except as stated elsewhere in the credit card contract and subject to the relevant statutory warranties under the law, we are not liable to you for loss if we cannot carry out our obligations because of industrial dispute, equipment failure or malfunction (other than due to negligence on our part), or any other unforeseen circumstances or circumstances beyond our control. Unless prohibited to do so by law, we may send by electronic communication any information required to be provided under the ePayments Code by:

- a. forwarding such information to a user's card or electronic equipment or to an electronic address nominated by the user; or
- b. making such information available for retrieval at an electronic address nominated by us.

## 2.29 General Matters

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### **2.29.1 Change of address and other contact details**

You must tell us promptly if you change your address, name or contact details. You can do this by calling us on 13 19 87 or by visiting one of our branches. Your card and any additional cardholder's card issued on your credit card account will be sent to your address.

### **2.29.2 Assignment**

At law, we may assign, transfer, novate or otherwise deal with our rights and obligations under your credit card contract in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with your credit card contract. Of course, any dealing with our rights does not change your obligations under your credit card contract in any way. You cannot assign your obligations or rights under your credit card contract in any way without our written consent (which we can withhold at our discretion).

### **2.29.3 Electronic Communication**

Where the law allows it and you have provided us with consent, we may communicate with you electronically. Examples of electronic communication include us sending you an email at an email address you have supplied, communicating with you via internet banking, via a banking application (including by push notification) or other similar methods. If you have any concerns about what this may mean for you, please contact us.

Further conditions relating to electronic communications are detailed in **Section B – General terms and conditions** of the Account Access Terms and Conditions.

### **2.29.4 Death of a cardholder**

In the event of your death, we will cancel your card and any additional cardholder's card issued on your credit card account immediately once we have received notification. Your estate will continue to be liable for any of the following transactions on your credit card account:

- transactions made before we process the cancellation of your card and any additional cardholder's card; and
- transactions that have been processed after the notification of death has been processed for any direct debits and recurring transactions or payment authorities established on the credit card account which have not been cancelled with the merchant.

In the event of an additional cardholder's death, we will cancel the additional cardholder's card issued on your credit card account immediately once we have received notification from you.

You must destroy an additional cardholder's card immediately in the event of that additional cardholder's death.

You will continue to be liable for any transactions made using the additional cardholder's card before we have cancelled that card.

If an additional cardholder dies and we have approved a credit limit and you have not activated your card, we will immediately cancel the additional cardholder's card upon receiving notification of their death and you will be able to continue with activating your card issued on your credit card account.

### **2.29.5 Severance**

If any part of the credit card contract is found to be void or unenforceable for unfairness or any other reason (e.g. if a court or other authority so declares), the remaining parts of the credit card contract will continue to apply as if the unenforceable part had never happened.



# 3. Information statement

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

### The contract

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

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

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example —

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

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

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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at —

Phone: 1800 931 678

Internet: [afca.org.au](http://afca.org.au)

Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

## Insurance

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

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

### 11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

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

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

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

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

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

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

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

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

## Mortgages

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

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

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

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

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

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

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

See the answers to questions 22 and 23.

Otherwise you may —

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

OR

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

If your credit provider won't give permission, you can contact the AFCA scheme for help.

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

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

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

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

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

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

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

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

## General

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### 22. What do I do if I can not make a repayment?

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

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

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

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

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 25.

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

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### 25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

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

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT -**

**PHONE: 1800 931 678**

**INTERNET: [AFCA.ORG.AU](http://AFCA.ORG.AU)**

**POST: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY,  
GPO BOX 3, MELBOURNE VIC 3001**

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

**Drop into your local branch,  
visit the website or call 13 19 87**

[newcastlepermanent.com.au](http://newcastlepermanent.com.au)