

VISA Credit Card

Conditions of Use

As Issued by SGE Credit Union Limited



providing the solutions for your success

Effective 10th June 2008

BEFORE YOU USE YOUR SGE VISA CREDIT CARD

Please read these Conditions of Use. They apply to:

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

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

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

If these Conditions of Use are not clear to you, contact SGE Credit Union BEFORE using your VISA Credit Card.

IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

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

HOTLINE number with your usual list of emergency telephone numbers;

- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- on date of expiry, destroy your VISA Credit Card by cutting it diagonally in half.

1. INTRODUCTION

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

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

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

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

Any other separate conditions of use (expressed or implied) applicable to a linked account will continue to apply to you and transactions involving the use of your VISA Credit Card or details of that card.

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

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

If you do not understand something in these Conditions of Use, please speak to SGE Credit Union. They will be happy to help you.

2. APPLICATION OF CODES

SGE Credit Union will comply with the requirements of the Electronic Funds Transfer Code of Conduct (“EFT Code”) as established by the Australian Securities and Investments Commission.

The provisions of any industry code of practice such as the Credit Union Code of Practice may also apply to the use of your VISA Credit Card if SGE Credit Union Limited has agreed to be bound by an industry code of practice.

You can obtain copies of the EFT Code or other relevant codes by contacting SGE Credit Union.

3. SIGNING YOUR VISA CARD

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

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

4. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

You agree that:

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

5. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

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

DURING NORMAL BUSINESS HOURS

Contact your SGE Direct on 1300 364 400; or

OUTSIDE NORMAL BUSINESS HOURS

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

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

- (612) 9251 3704;
- 1 410 581 9994; or
- other country specific numbers can be obtained from SGE Credit Union Limited
- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise SGE Credit Union, as soon as you can, that you have made a report to the VISA Credit Card 24hr Emergency Hotline.

If the VISA Credit Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of SGE Credit Union, but only if you notify the VISA Credit Card Emergency Hotline within a reasonable time after it becomes operative.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the VISA logo and you must also then confirm the loss, theft or misuse of the card with SGE Credit Union by telephone or priority paid mail as soon as possible.

6. USING YOUR VISA CARD

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

SGE Credit Union will advise you:

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

may carry out with your VISA Credit Card by quoting your VISA Credit Card number.

You may only use your VISA Credit Card to perform transactions on your Card Account and those accounts authorised by SGE Credit Union that have been linked to your VISA Credit Card.

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

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

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

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

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

7. USING YOUR VISA CARD OUTSIDE AUSTRALIA

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

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

All transactions outside Australia on your VISA Credit Card will be debited to your Card Account in Australian dollars. The conversion to Australian dollars will be as at

the date the charges, purchases and cash advances are processed by Visa International Services Association. The conversion rate used is determined by VISA International Services Association. By using your VISA Credit Card outside Australia, you agree that information regarding the transaction may be processed outside Australia.

8. TRANSACTION LIMITS

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

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

SGE Credit Union:

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

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

9. AUTHORISATIONS

You:

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

10. DEPOSITS AT ELECTRONIC BANKING TERMINALS

If allowed by SGE Credit Union, any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by SGE Credit Union. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

The amount of any deposit is subject to verification by SGE Credit Union. You agree that SGE Credit Union's count of the funds deposited is regarded as conclusive evidence of the amount deposited. SGE Credit Union shall notify you of any discrepancy between their count and the amount claimed on the deposit slip as soon as practicable. Funds will be posted to your account when processed by SGE Credit Union, usually the same or next business day.

11. ADDITIONAL CARDS

You may apply to SGE Credit Union to issue an additional VISA Credit Card ("additional card") to someone else you nominate as your agent, provided that person is over 16 years of age.

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

The Additional Cardholder's use of the additional card is governed by these Conditions of Use. It is your responsibility to ensure each Additional Cardholder is aware of these Conditions of Use and agrees to be bound by them.

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

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

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

You should be careful in cases where you cannot destroy the

additional card because, although a stop may be placed on your Card Account, the additional card may still be able to be used in some circumstances and you will be responsible for any transactions made (for example, for some store purchases below floor limits where no electronic approvals are in place).

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

12. RENEWAL OF YOUR VISA CARD

SGE Credit Union will forward you any Additional Cardholder a replacement VISA Credit Card before the expiry date of your current VISA Credit Card or additional VISA Credit Card.

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

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

13. CANCELLATION AND RETURN OF YOUR VISA CARD

The VISA Credit Card always remains the property of SGE Credit Union. SGE Credit Union may:

- (1) demand the return of the VISA Credit Card issued to you and your nominee at any time:
 - for security reasons; or
 - if you breach these Conditions of Use or the terms and conditions of the Card Account or accounts linked to your VISA Credit Card; or

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

You may cancel your VISA Credit Card or your nominee's

VISA Credit Card at any time by giving SGE Credit Union written notice. Cancellation of a card may not be effective until the card is returned to SGE Credit Union.

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

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

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

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

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

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

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

You will remain liable for transactions debited to the Card Account which were made prior to termination or cancellation. You will also be liable for standing order

authority transactions which have not been cancelled by you prior to termination or cancellation of the Card Account. You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of SGE Credit Union staff and facilities, in the event of a breach of the Credit Card Contract.

14. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR VISA CARD

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

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

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

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

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

You remain liable for transactions debited to your Card Account which were made prior to termination. You will also remain liable for standing order authority transactions which have not been cancelled by you prior to termination. These transactions may, for example, have been made by mail order, telephone order or through the internet.

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

14A. VISA Zero Liability

In addition to the limits placed on your liability pursuant to the EFT Code and described in clause 14 above, Visa's

scheme rules provide that your Financial Institution shall limit your liability to nil in the following circumstances:

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

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

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

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

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

15. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

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

(2) For the purpose of paragraph 15(1)(d) you will be taken to have contributed to any loss caused by unauthorised use of your VISA Credit Card if:

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

- lost or stolen;
- (B) unauthorised use of your VISA Credit Card; or
- (C) the fact that someone else knows your PIN; or
- (vii) engage in fraud.
- (3) If you are taken to have contributed to the unauthorised use of your VISA Credit Card under paragraph 15(2), your liability will be the lesser of:
- the actual loss when less than your Card Account balance (including the unused portion of your credit limit);
 - your Card Account balance (including the unused portion of your credit limit); or
 - in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Credit Card, up to and including the day you make your report.
- (4) In determining liability under paragraph 15(3)(c):
- where your VISA Credit Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
 - the current daily withdrawal limit is the limit applicable at the time of the transaction, by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (5) Where a code (eg. a PIN) was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your VISA Credit Card, your liability will be the lesser of:
- \$150;
 - your account balance (including the unused portion of your credit limit under any pre-arranged credit facility; or
 - the actual loss at the time SGE Credit Union is notified of the loss or theft of your VISA Credit Card.
- (6) In determining your liability under paragraph 15(5):
- SGE Credit Union will consider all reasonable

evidence including all reasonable explanations for an unauthorised use having occurred; and

(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

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

16. RESOLVING ERRORS ON ACCOUNT STATEMENTS

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

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

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

Within 21 days of receiving these further relevant details from you, SGE Credit Union will:

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

Where an investigation continues beyond 45 days, SGE

Credit Union will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where SGE Credit Union is waiting for a response from you and you have been advised that SGE Credit Union requires such a response.

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

If:

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

When SGE Credit Union advises you of the outcome of its investigations, it will;

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

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

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

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

17. MALFUNCTION

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

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

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

18. THE CARD ACCOUNT

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

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

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

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

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

- The amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet;
- The amount of all Cash Advances;
- The fees and charges in accordance with paragraph 20
- The interest in accordance with paragraph 21.

19. STATEMENTS AND RECEIPTS

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

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

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

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

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

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

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

20. FEES AND CHARGES

Subject to all applicable laws, SGE Credit Union may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with clause 21.

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

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

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

21. INTEREST CHARGES.

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

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

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

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

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

SGE Credit Union shall advise you in writing of any interest free period applying to purchases and how it is determined. Unless specified otherwise by SGE Credit Union the interest free period:

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

22. GOVERNMENT FEES AND CHARGES

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

23. PAYMENTS

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

SGE Credit Union shall advise you in writing how it calculates the minimum payment required. Minimum repayments will be as follows:

SGE Solutions Visa – 5% or \$20 (whichever is greater)
SGE Solutions Gold – 3.5% or \$20 (whichever is greater)

plus all past due amounts from previous statements and any amount that exceeds the credit limit applying to your VISA Credit Card.

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

- (1) **No interest debit transactions from previous period;**
- (2) **Cash advances from previous period;**
- (3) **Purchase transactions from previous period;**
- (4) **No interest debit transactions from last period;**
- (5) **Cash advances from last period;**
- (6) **Purchase transactions from last period;**

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

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

24. CHANGES TO CONDITIONS OF USE

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

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

- increase the interest rate that is applicable to your Card Account or its method of calculation or vary the interest free days available to you;
- change the statement cycle or vary or add any further fees or charges;
- vary the method of calculating the minimum repayment;
- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Credit Cards;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

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

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

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

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

You will be taken to have received a written notice from SGE Credit Union under this paragraph 24 in the due course of post, if it is mailed, to the last address for you known to SGE Credit Union. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

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

25. EXCLUSION OF SGE CREDIT UNION LIABILITY

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

SGE Credit Union bears no liability for any refusal of a merchant or agent to accept your VISA Credit Card.

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

SGE Credit Union does not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Credit Card. You acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

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

26. OTHER GENERAL CONDITIONS

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

You agree that you will promptly notify SGE Credit Union of

any change of address for the mailing of any notifications, which SGE Credit Union is required to send to you.

If your VISA Credit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Credit Card.

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

To protect itself and you against fraud, SGE Credit Union may monitor your Visa Credit Card usage. If, in SGE Credit Union's opinion your card is suspected of being used fraudulently (or could be), you authorise SGE Credit Union Limited to cancel your Visa Credit Card and any Additional cards without notice to you, and you agree to hold harmless SGE Credit Union for any loss or damage you or an Additional Cardholder may sustain as a result of your VISA Credit Card or any Additional card being cancelled. Unless otherwise stated in the Credit Card Contract, the Credit Card Contract is governed by the laws of Queensland.

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

If SGE Credit Union fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. SGE Credit Union may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

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

You agree that SGE Credit Union Limited may engage agents to facilitate settlement of transactions you or Additional Cardholders create by using your VISA Credit Card and any

additional cards and to monitor those transactions for fraud detection purposes. Where such agents are engaged, you agree that SGE Credit Union may provide your personal information and transactional information to those agents, providing the agent agrees to hold such information confidentially and to only use it for the purpose in which it is given.

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

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

27. STATUTORY INFORMATION SGE CREDIT UNION LIMITED IS REQUIRED TO GIVE TO YOU.

Notice SGE Credit Union is required to give to you under the Consumer Credit Code

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, your Government Consumer Agency, or get legal advice.

THE CONTRACT

(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 in a newspaper.
- you get 20 days advance written notice for—
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes 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 could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

INSURANCE

(10) Do I have to take out insurance?

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

(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.

GENERAL

(15) What do I do if I cannot 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, for example—

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

(16) What if my credit provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

(17) Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

(18) 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 DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

28. DEFINITIONS

Additional Cardholder: means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.

ATM: means an Automated Teller Machine.

Card Account: means the account you have with SGE Credit Union to which you may obtain access by use of the VISA Credit Card.

EFTPOS: means Electronic funds transfer at point of sale.

Electronic Banking Terminal: An ATM or EFTPOS device owned by SGE Credit Union or included in an authorised interchange network.

Exchange Control: The central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.

Non EFT Transaction: means any transaction which is processed without you using your PIN.

PIN: means the secret personal identification number relating to a VISA Credit Card.

Primary Card Holder: means the person who opens the Card Account.

You: means the Primary Cardholder.

For the purposes of these Conditions of Use:

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

A reference to:

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

29. INTERPRETATION

- Personal Loans
- Car Loans
- Housing Loans
- Home Equity Loans
- Investment Loans
- VISA Debit Cards
- Financial Planning Service
- Redicard
- Cheque Books
- BPAY®
- Savings Accounts
- Insurance Services
- Investment Accounts
- Foreign Exchange Service
- Car Buying Made EAsy
- Direct Pay to Accounts
- Financial Services
- Internet Banking
- Inetsaver Account
- Overdrafts



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230 Clarence St, **Sydney**

Level 1, 128 Exhibition St, **Melbourne**

328 King St, **Newcastle**

125 Baylis St, **Wagga Wagga**

12 - 14 Wentworth St , **Parramatta**

Elizabeth Drive, **Liverpool Hospital**

125 Donnison St, **Gosford**

Shop 9, 82-86 George St, **Bathurst**

Long Bay Complex, Anzac Pde, **Malabar**

Cnr Conway & Carrington St's, **Lismore**

Suite 4/55, Kembla St, **Wollongong**