

## Credit Cards Conditions of Use

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Consumer Credit Only  
BOQ Specialist

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March 2020

**IMPORTANT NOTE**

This document does not contain all the terms of your Credit Contract or all of the pre-contractual information BOQ Specialist is required by law to give you before this Credit Contract is made. Further terms and conditions are in the Credit Card Schedule and the Acknowledgement and Consent in your application form. Together, the Credit Card Schedule, the Acknowledgement and Consent and these Conditions of Use form your Credit Contract. It is important that you read these documents carefully and retain them for future reference.

Products and services are provided by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616 ("BOQ Specialist").

Lost or stolen credit cards or cardholder enquiries

**Client Service Centre**

Within Australia  
Call 1300 160 160

Overseas  
Call +61 2 9293 2121

**Postal Address**

BOQ Specialist  
GPO Box 2539  
SYDNEY NSW 2001

## Before You Use Your Credit Card

Please read these Conditions of Use. They apply to:

- all Transactions initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of your Credit Card and signature or your Credit Card and PIN; and
- all other Transactions (including telephone Transactions, internet Transactions, manually processed Transactions and Visa payWave Transactions) effected with the use of your Credit Card.

**Either the activation of your Credit Card or the first Transaction on your Card Account (whichever comes first) will be taken as your agreement to comply with the terms and conditions set out in the Credit Contract.** You should be aware that a Transaction may arise on your Credit Card prior to you activating your Card Account in circumstances where a Transaction is conducted manually or is below certain monetary limits (which is set by the relevant merchant's acquiring institution) where no electronic approval is required.

These Conditions of Use apply to the Primary Cardholder and any Additional Cardholders.

If you fail to properly safeguard your Credit Card and PIN you may increase your liability for unauthorised use (refer to section 30 for a list of circumstances where you may be held liable for unauthorised use of your Credit Card).

The Credit Card is issued to you by **BOQ Specialist - a division of Bank of Queensland**

**Limited ABN 32 009 656 740 ("BOQ Specialist")**. BOQ Specialist is the credit provider (Credit Licence Number 244616) and an authorised deposit-taking institution and a member of Visa.

**By accepting the Credit Contract, you are entering into a contract with BOQ Specialist.**

If these Conditions of Use are not clear to you, contact BOQ Specialist **BEFORE** activating or using your Credit Card or alternatively seek independent advice from your accountant or lawyer.

At your request, BOQ Specialist may attach other services to your Credit Card. Any such additional services that you request to be attached to your Credit Card will be advised to you in writing.

Information on current interest rates and BOQ Specialist's fees and charges is available by calling the Client Service Centre on 1300 160 160 or visiting BOQ Specialist's website at [boqspecialist.com.au](http://boqspecialist.com.au).

Words that are capitalised in these Conditions of Use are defined in section A.

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## SECTION A

### Definitions and Interpretation

#### A. Definitions

- (1) **Acknowledgement and Consent** means the Acknowledgement and Consent forming part of the credit application which was completed by you.
  - (2) **Additional Cardholder** means the person(s) who, at the request of the Primary Cardholder, from time to time is/are issued with an additional Credit Card for use on the Card Account.
  - (3) **AML Legislation** means the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) and its associated rules, regulatory guides and regulations.
  - (4) **Annual Minimum Spend Limit** means, for any twelve (12) month period, that the total monetary value of all Transactions that have taken place on your Card Account either meet or exceed the amount of the annual minimum spend limit that is advised to you by BOQ Specialist from time to time.
  - (5) **Annual Percentage Rate** means a per annum rate of interest that applies to Transactions occurring on your Card Account, with such rates being specified in the Credit Card Schedule, which could include separate rates of interest for separate categories of Transactions (for example, Balance Transfers).
  - (6) **Annual Purchase Summary** means the summary that BOQ Specialist will provide to you on an annual basis which provides a summary of the Card Account activity during the previous 12 month period (or part thereof).
  - (7) **ATM** means an automated teller machine.
  - (8) **Balance Transfer** means an amount applied to your Card Account balance in accordance with your application to us to transfer to your Card Account any balance (or any part of the balance) of a credit card, store card or charge card that is held with another credit provider.
  - (9) **Balance Transfer Offer** means an offer for you to complete a Balance Transfer, with such offer being set out in the Credit Card Schedule or other terms that BOQ Specialist may apply from time to time and is advised to you in writing.
  - (10) **Banking Services** means those accounts and payments services described in this document.
  - (11) **BOQ Specialist** means BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 (Credit Licence Number 244616).
  - (12) **BOQ Specialist Rewards Program** means the rewards program described in a separate booklet entitled "*BOQ Specialist Qantas Rewards Program*" and one entitled "*BOQ Specialist Velocity Rewards Program*."
  - (13) **BOQ Specialist Qantas Rewards Program** means the rewards program described in a separate booklet entitled "*BOQ Specialist Qantas Rewards Program*."
  - (14) **BOQ Specialist Velocity Rewards Program** means the rewards program described in a separate booklet entitled "*BOQ Specialist Velocity Rewards Program*."
  - (15) **BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.
  - (16) **Business Day** means any day that BOQ Specialist is open for business in Sydney, excluding Saturday, Sundays and public holidays.
  - (17) **Card Account** means the account you have with BOQ Specialist to which you may obtain access by use of the Credit Card.
  - (18) **Card Number** means the unique number assigned by BOQ Specialist to each Credit Card and which is recorded on that Credit Card.
  - (19) **Cash Advance** means:
    - (a) each amount of cash supplied by use of a Credit Card or by any other operation of your Card Account (including cash drawn from use of an ATM or cash withdrawn by visiting a financial institution);
    - (b) any transaction that you make where you use the Credit Card to receive from a merchant a cash substitute, including the purchase of gambling chips or tokens, traveller's cheques or money orders or the loading of value onto a stored value card or facility (such as gift cards and prepaid products);
    - (c) any transaction that you make where you use the Credit Card to pay bills through a third party where the merchant does not accept credit card payments;
    - (d) any transaction that you make to pay bills over the counter at a financial institution or Australia Post outlet; or
    - (e) any transaction that you make where you use the Credit Card to transfer, or arrange the transfer of funds from your Card Account to another account.
- Merchants enter into an agreement with their relevant financial institution which enables the merchants to accept payment for goods or services by Credit Card. BOQ Specialist as the issuer of the Credit Card is only able to determine whether to treat a transaction that you make with a relevant merchant as either a Purchase or Cash Advance based on the information provided by the relevant merchant's financial institution. Accordingly, certain transactions that you undertake with a merchant may be treated as a Cash Advance, even if such a transaction does not fall within one of the categories specified above. This commonly occurs with newsagencies or other merchants that sell lottery tickets or gaming products. Refer to section 33 in respect of adjusting the Card Account balance for such errors.
- (20) **Client Service Centre** means the Client Service Centre operated by employees of BOQ Specialist including employees of related bodies corporate, its agents, consultants or subcontractors and which may be accessed 24 hours a day, 7 days a week by telephone.
  - (21) **Closing Balance** means the amount shown on a Monthly Credit Card Statement as the closing balance for that relevant Monthly Credit Card Statement. The closing balance is the amount that you owe to BOQ Specialist on the last day of the relevant statement period.
  - (22) **Conditions of Use** means this document and includes any other version of this document that replaces an earlier version.
  - (23) **Credit Card** means the Signature credit card and/or the Platinum credit card issued to the Primary Cardholder pursuant to the Credit Contract (and includes all Credit Cards issued to any Additional Cardholders as requested by the Primary Cardholder).

- (24) **Credit Card Schedule** means the Credit Card Schedule provided to you with these Conditions of Use and which sets out the fees and charges and financial information relating to your Credit Card and includes any Credit Card Schedule replacing an earlier Credit Card Schedule.
- (25) **Credit Contract** means the agreement between you and BOQ Specialist for the provision of your Credit Card (and any associated facilities that you receive or request from BOQ Specialist). Your Credit Contract consists of these Conditions of Use, the Acknowledgement and Consent and the Credit Card Schedule.
- (26) **Credit Limit** is the amount described as such in the Credit Card Schedule, which applies to your Card Account.
- (27) **Daily Interest Rate** means the rate determined by dividing the relevant Annual Percentage Rate by 365.
- (28) **Digital Wallet** means a virtual wallet that stores card information and facilitates Credit Card purchases on a mobile or other digital device.
- (29) **Disputed Transaction** is where you dispute a Transaction on your Credit Card and BOQ Specialist is required to investigate the Transaction by contacting the relevant merchant's financial institution. Disputed transactions for BPAY transactions are dealt with in terms of Part B of the BOQ Specialist Online Banking Terms and Conditions that are located at [boqspecialist.com.au/online-banking](http://boqspecialist.com.au/online-banking) or by contacting our Client Service Centre on 1300 160 160.
- (30) **EFTPOS** means an electronic funds transfer at point of sale.
- (31) **Electronic Banking Terminal** means an ATM or EFTPOS device.
- (32) **Electronic Equipment** is an electronic terminal, computer, television, telephone or similar equipment and includes EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.
- (33) **Expiry Date** means the expiry date printed on the front of the Credit Card.
- (34) **Foreign Currency Conversion Fee** payable when you make a transaction on your card account in a currency other than Australian dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. This is 3.2% of the total value amount of each transaction.
- (35) **IVR** means the interactive voice response service that is provided by BOQ Specialist and which may be accessed by calling 1300 170 170.
- (36) **Monthly Credit Card Statement** means the monthly statement of account that BOQ Specialist provides to you in accordance with these Conditions of Use.
- (37) **Monthly Spend Limit** means the maximum monetary amount (that has been set by the Primary Cardholder) that an Additional Cardholder may spend per calendar month or part thereof, in respect of Transactions that are performed by that Additional Cardholder using their Credit Card.
- (38) **Non-Cash Advances** means Purchases, government fees and charges, any interest that has accrued on the Card Account, BOQ Specialist's fees and charges and any enforcement expenses that are debited from your Card Account balance (which increases the balance owing to BOQ Specialist).
- (39) **Online Banking** means any banking service provided by BOQ Specialist by use of the internet.
- (39A) **Online Banking Terms and Conditions** means the Terms and Conditions that govern use of the online banking services and are located at [boqspecialist.com.au/online-banking](http://boqspecialist.com.au/online-banking) or by contacting our Client Service Centre on 1300 160 160.
- (40) **PIN** means the secret personal identification number relating to a Credit Card.
- (41) **Primary Cardholder** means the person who opens the Card Account with BOQ Specialist and is responsible (in the first instance) for all Transactions made on the Card Account, including Transactions that are made by any Additional Cardholders.
- (42) **Purchase** means each amount charged by the supplier for the supply of any goods or services purchased by the use of a Credit Card (including a BPAY transaction) on your Card Account (other than a Cash Advance or Balance Transfer).
- (43) **Qantas Frequent Flyer Program** means the loyalty frequent flyer program operated by Qantas Airways Limited.
- (44) **Special Promotion** means a reduced rate of interest or interest free days or other special terms that BOQ Specialist may apply from time to time to certain categories of Transactions.
- (45) **Telephone Banking** means the banking services provided by BOQ Specialist by use of a telephone.
- (46) **Transaction** means a Purchase, Cash Advance or Balance Transfer.
- (47) **Transaction Statement Date** means the date that BOQ Specialist processes a Transaction and applies that Transaction to your Card Account.
- (48) **Unpaid Daily Balance** means, at any time, the excess of all amounts debited from your Card Account balance (which increases the balance owing to BOQ Specialist) over all amounts credited to your Card Account balance (which reduces the balance owing to BOQ Specialist) at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.
- (49) **Velocity Rewards Program** means the loyalty program operated by Velocity Rewards Pty Ltd.
- (50) **Verified by Visa Participating Merchant** means a merchant from whom online Transactions can be made and who participates in the Verified by Visa program described in section 11 below.
- (51) **Visa** means Visa Worldwide PTE. Limited.
- (52) **Visa payWave** refers to the contactless method by which a Credit Card may be used to complete a Transaction by waving the Credit Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.
- (53) **"you"** or **"You"** or **"Your"** or **"your"** means the Primary Cardholder.
- (54) **"our"**, **"we"**, **"us"** or **"Our"**, **"We"** or **"Us"** refers to BOQ Specialist.

## B. Interpretation

For the purposes of these Conditions of Use, a reference to:

- one gender includes the other gender;
- the singular includes the plural and the plural includes the singular;
- any dollar amount is an Australian dollar amount;
- headings are for ease of reference only; and
- references to a particular law or regulation includes such law or regulation as may be amended, re-enacted or replaced.

## SECTION B

### Banking Code of Practice

As part of our commitment to customer service, we have adopted the *Banking Code of Practice*. This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice. The *Banking Code of Practice* applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it. We will comply with the *Banking Code of Practice*, where it applies to the Banking Services we provide to you.

### Credit Card Conditions Of Use

#### 1. Activating Your Card and Agreeing To These Conditions Of Use

1.1 When you or any Additional Cardholder receives a new Credit Card in the mail, each cardholder **must activate their Credit Card by either calling:**

- our Client Service Centre on 1300 160 160; or
- our IVR on 1300 170 170 and following the prompts.

1.2 The first time that

- you or an Additional Cardholder activates a Credit Card; or
- a Transaction occurs on the Card Account,

(whichever comes first) constitutes your agreement to the conditions set out in the Credit Contract. **You should be aware that a Transaction may arise on your Credit Card prior to you activating the Card Account in circumstances where a Transaction is conducted manually or is below certain monetary limits (which are set by the relevant merchant) and no electronic approval is required.**

1.3 **If you do not agree with the terms of the Credit Contract, do not:**

- activate your Credit Card or use it (or allow anyone else to use or activate your Credit Card); or
- permit any Additional Cardholder to use their Credit Card.

Instead, return all Credit Cards to BOQ Specialist (cut in half diagonally, including cutting in half any chip on the card).

#### 2. Additional Cards

2.1 You (being the Primary Cardholder) can ask BOQ Specialist to give an additional Credit Card and PIN to someone else you nominate to be an additional cardholder on your Card Account, provided that the person you nominate is over 16 years of age. BOQ Specialist is not obliged to grant any additional Credit Cards. BOQ Specialist is required to comply with all laws governing the issuing of credit cards (including identification and verification of any additional cardholders in accordance with the Anti-Money Laundering Legislation).

2.2 The number of Additional Cardholders on your Card Account at any one time is limited to a maximum of nine (9).

2.3 When BOQ Specialist issues an additional Credit Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates BOQ Specialist makes to these Conditions of Use from time to time that are communicated to you;
- other than as set out in section 2.5, you will be liable for all Transactions carried out by the Additional Cardholder.
- fraudulent or unauthorised transactions can occur on Credit Cards. Where you (or your Additional Cardholder) advise BOQ Specialist that a Transaction that has occurred on your Credit Card or your Additional Cardholder's Credit Card is fraudulent, unauthorised or disputed
- BOQ Specialist will investigate and review that Transaction in accordance with section 33 below;
- you authorise BOQ Specialist to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional Credit Card. You also authorise BOQ Specialist to act on the instructions of the Additional Cardholder in relation to their use of their additional Credit Card, except to the extent that any such instructions relate to an increase or decrease to the Credit Limit on the Card Account, termination of the Card Account, the increase of an Additional Cardholder's Monthly Spend Limit or the replacement of an additional Credit Card following cancellation of that Credit Card by you; and;
- you acknowledge that you may cancel the additional Credit Card any time by cutting it in half diagonally (including cutting in half any chip on the Credit Card) and either returning the pieces to BOQ Specialist and requesting the additional Credit Card be cancelled, by informing BOQ Specialist (by calling our Client Service Centre on 1300 160 160) that you have destroyed the Credit Card and disposed of the pieces securely or (if, after taking reasonable steps, you are unable to surrender or securely dispose the additional Credit Card) by informing BOQ Specialist that you have taken all reasonable steps to have the card surrendered and returned to us.

2.4 If an Additional Cardholder does not comply with this Credit Contract then you (as Primary Cardholder) will be in breach of this Credit Contract (refer to section 26 below).

2.5 You will not be liable to BOQ Specialist for the value of any Transaction occurring on an additional Credit Card from the later of:

- a) the date you request us (as the issuing bank) to cancel the additional Credit Card; and
- b) the date you have taken all reasonable steps to have the additional Credit Card returned to us.



### 3. Application Of ePayments Code

- 3.1 BOQ Specialist warrants that it will comply with the requirements of the ePayments Code (**ePayments Code**) as established from time to time by the Australian Securities and Investments Commission, where those requirements apply to your dealings with BOQ Specialist.
- 3.2 This section and the ePayments Code only apply to EFT transactions. EFT stands for electronic funds transfer. Examples of EFT transactions are transactions that are completed when you use ATMs, EFTPOS devices, Telephone Banking or Online Banking.
- 3.3 You can obtain a copy of the ePayments Code by contacting BOQ Specialist. If you have any questions in relation to how the ePayments Code applies to this Credit Contract, you should obtain independent legal advice. You can also obtain more information on the ePayments Code by visiting ASIC's website at [www.asic.gov.au/asic/asic.nsf](http://www.asic.gov.au/asic/asic.nsf).

### 4. Signing Your Credit Card

You agree to sign your Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. You must ensure that any Additional Cardholder who has been issued with a Credit Card also sign their card(s) as soon as they receive them and in any event before using the card(s).

### 5. Security

- 5.1 The security of your Credit Card and PIN is very important as their use by any person provides access to your Card Account. You must take care to ensure that your Credit Card and PIN are not misused, lost or stolen and that they do not become known to anyone else.
- 5.2 This section contains guidelines which should be followed by you to ensure the security of your Credit Card and PIN. If you fail to safeguard your Credit Card or PIN, you may increase your liability for unauthorised use (refer to section 30 below for a list of circumstances where you may be held to be liable for an unauthorised transaction).
- 5.3 To protect your Credit Card and PIN, you must
- sign your Credit Card immediately when you receive it;
  - memorise your PIN and never store it with or near your Credit Card; never write your PIN on your Credit Card;
  - do not access BOQ Specialist's website via an email link embedded in an email. Always access the website directly from your internet page;
  - maintain up-to-date anti-virus software and a firewall on your computer;
  - never disclose your PIN to anyone either verbally, in writing or electronically; never lend or give your Credit Card to anyone;
  - never tell anyone your PIN (including BOQ Specialist and its staff);
  - try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; never leave your Credit Card unattended, e.g. in your car or at work;
  - immediately report the loss, theft or unauthorised use of your Credit Card to the Client Service Centre on 1300 160 160; keep a record of the Client Service Centre telephone number with your usual list of emergency telephone numbers;
  - examine your Monthly Credit Card Statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and

- for security reasons, on the Expiry Date, destroy your Credit Card by cutting it diagonally in half (including cutting in half any chip on the Credit Card) and disposing of it securely.

### 6. Reporting The Loss Or Theft Of Your Credit Card

- 6.1 If you believe your Credit Card or PIN has been lost, stolen or misused, or your PIN has become known to someone else, you should IMMEDIATELY report this by:

#### In Australia

- Calling our Client Service Centre on 1300 160 160

#### While Overseas

- Calling +61 2 9293 2121

- 6.2 At the time that you make the report, you will be given a reference number which you should retain as evidence of the date and time of your report.
- 6.3 If the loss, theft or misuse occurs outside of Australia, you may choose to notify a financial institution displaying the Visa logo. You must also then confirm the loss, theft or misuse of the Credit Card with BOQ Specialist immediately by telephoning the Client Service Centre.
- 6.4 If your Credit Card is reported as lost or stolen, BOQ Specialist will issue to you a replacement Credit Card. You must give BOQ Specialist a reasonable time to arrange cancellation and the issue of a replacement Credit Card. If a replacement Credit Card is issued to you where you have reported your Credit Card as lost or stolen, you may be charged a Card Replacement Fee (or an Overseas Card Replacement Fee if you are overseas). Refer to the Credit Card Schedule for details of these fees.

We are liable for any loss that occurs due to the unavailability of the telephone numbers in 6.1, provided that you make a report within a reasonably time of the telephone numbers again becoming generally available.

### 7. Annual Minimum Spend - Signature Card Only

- 7.1 The Annual Minimum Spend Limit that currently applies to your Visa Signature Card Account is \$48 000. If BOQ Specialist wishes to vary the amount of the Annual Minimum Spend Limit, BOQ Specialist will inform you of this change in accordance with the requirements set out in section 35.6 below.
- 7.2 If, in any twelve (12) month period, you do not meet the Annual Minimum Spend Limit, then BOQ Specialist may elect to:
- not renew your Credit Card in accordance with section 25; or
  - cancel your Credit Card and your Card Account.
- If BOQ Specialist elects to do either of the above, it will:
- provide you with at least **90 days** notice in writing of its intention to either not renew your Credit Card or to cancel your Credit Card and Card Account; and
  - use reasonable endeavours to offer you a substitute credit card product.
- 7.3 If BOQ Specialist is unable to provide you with a substitute credit card product, you must pay to BOQ Specialist the Closing Balance in full.

## 8. Using Your Credit Card

- 8.1 Your Credit Card is generally accepted anywhere the Visa logo is displayed in Australia and overseas. You can also use your Credit Card at EFTPOS terminals across Australia or to make purchases over the phone or via the internet. Some merchants however may choose not to accept Visa credit cards and may also charge an additional fee for credit card payments. You should always check with the merchant that it will accept your Credit Card before you attempt to purchase any goods or services and also if they will be charging you an additional fee for using the Credit Card.
- 8.2 Your Credit Card can be used to pay for Transactions that are under \$100.00 by using Visa payWave at Visa payWave participating merchants. Before authorising a Visa payWave Transaction by waving your Credit Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your Transaction exceeds \$100.00, or if the payWave terminal is faulty, you will be required to either sign or enter your PIN.
- 8.3 We do not warrant that ATMs will always have money available or that all financial institutions will provide ATM services to you. You may be able to obtain cash by presenting your Credit Card to a merchant or branch counter at a financial institution. In these circumstances, you may be required to provide suitable identification which identifies you as the holder of the Credit Card.
- 8.4 You must not use your 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 Credit Card is used or where the goods or services are provided. Should your Credit Card be used for unlawful purposes, BOQ Specialist may restrict you from accessing any available funds from your Card Account.
- 8.5 It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where BOQ Specialist has reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, BOQ Specialist is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your Credit Card be used for unlawful purposes, BOQ Specialist may restrict you from accessing any available funds from your Card Account.
- 8.6 You acknowledge that your Credit Card details and transaction details may be processed by Visa in countries other than Australia. By using your Credit Card, you agree that information regarding any Transactions and personal information relating to yourself and any Additional Cardholders may be processed outside of Australia.
- 8.7 BOQ Specialist does not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Credit Card. You should always check with the relevant merchant that it will accept your Credit Card before purchasing any goods or services.
- 8.8 BOQ Specialist is not responsible in the event that you have a dispute regarding the goods or services purchased with your Credit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, BOQ Specialist has the ability in certain circumstances to investigate Disputed Transactions on your behalf (refer to section 33.7 below for a list of the circumstances when BOQ Specialist can investigate Disputed Transactions) and attempt to obtain a refund for you.

- 8.9 You should never sign a blank Credit Card Transaction voucher. Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.
- 8.10 All Credit Cards that are issued pursuant to this Credit Contract remain the property of BOQ Specialist. You must return all Credit Cards to us if we request that you do so.
- 8.11 You must not use your Credit Card after the Expiry Date.

## 9. Using Your Credit Card Outside Australia

- 9.1 All Transactions conducted overseas will be converted into Australian dollars (AUD). Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the Transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:
- a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or
  - the government-mandated rate in effect for the applicable processing date.
- 9.2 A Foreign Currency Conversion Fee is payable by you when you make a Transaction on your Credit Card in a currency other than Australian dollars, or you make a transaction on your Credit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia (refer to the Credit Card Schedule).

## 10. Additional Services Attached To Your Credit Card

### 10.1 Insurance

BOQ Specialist offers complimentary insurance benefits to the Primary Cardholder pursuant to an agreement entered into between BOQ Specialist and Chubb Insurance Australia Limited (previously known as ACE Insurance Limited) the details of which are set out in a separate document entitled "*Credit Card Insurance Terms and Conditions*". You acknowledge that BOQ Specialist is not liable to you if the insurer does not meet an insurance claim made by you pursuant to the insurance terms.

### 10.2 Rewards Programs

BOQ Specialist is offering primary holders of Credit Cards the opportunity to participate in the BOQ Specialist Rewards Program.

BOQ Specialist offers the choice of two different rewards programs set out in 10.2(a) and 10.2(b) below. Primary Cardholders can only select one BOQ Specialist Rewards Program to be attached to their Card Account by indicating which one on their Credit Card application form.

#### 10.2(a) BOQ Specialist Qantas Rewards Program

If you elect to participate in the BOQ Specialist Qantas Rewards Program, you will be automatically eligible to participate in the BOQ Specialist Qantas Rewards Program when you activate your Credit Card. You however need to be a member of the Qantas Frequent Flyer Program in order to be credited with Qantas Points you earn. Refer to the separate booklet entitled "BOQ Specialist Qantas Rewards Program" for further details and terms and conditions.

#### 10.2(b) BOQ Specialist Velocity Rewards Program

If you elect to participate in the BOQ Specialist Velocity Rewards Program, you will be automatically eligible to participate in the BOQ Specialist Velocity Rewards Program when you activate your Credit Card. You however need to be a member of the Velocity Rewards Program in order to be credited with Velocity Points you earn. Refer to the separate booklet entitled "BOQ Specialist Velocity Rewards Program" for further details and terms and conditions.

#### 10.3 Other Services

You will be able to access your Card Account by using our Online Banking facilities. Please refer to our website for full terms and conditions - [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

10.3(a) You will be able to access your Credit Card by using eligible Digital Wallets. Please refer to our website to see the list of eligible Digital Wallets and for our full terms and conditions which must be read in conjunction with these Conditions of Use - [www.boqspecialist.com.au](http://www.boqspecialist.com.au).

### 11. Verified By Visa

- 11.1 Your Credit Card has been automatically enrolled with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Credit Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may be validated.
- 11.2 You will be asked to validate your identity only when you attempt an online purchase from a Verified by Visa Participating Merchant and the relevant transaction is deemed to be high risk. A transaction may be deemed high risk if it is for a high value or an irregular purchase based on your previous Credit Card transaction history.
- 11.3 In order to validate your identity, you or your Additional Cardholder will be sent an SMS authentication code or asked to answer personal questions which we will match against your personal information that we have obtained from you.
- 11.4 If you are unable to validate your identity after three attempts, you will be unable to complete the transaction and your Credit Card may be temporarily suspended. Please contact the Client Service Centre on 1300 160 160 to have the suspension on your Credit Card removed.
- 11.5 If, after the suspension on your Credit Card has been removed and you attempt an online transaction with a Verified by Visa Participating Merchant and again you are unable to validate your identity after three (3) attempts, your Credit Card may be indefinitely suspended from use with all Verified by Visa Participating Merchants. Please contact the Client Service Centre on 1300 160 160 to have the suspension on your Credit Card removed.
- 11.6 Online transactions that are attempted with Verified by Visa Participating Merchants and which are deemed to be very high risk transactions will be automatically declined without asking you to validate your identity. For assistance in these circumstances, contact the Client Service Centre on 1300 160 160.
- 11.7 Verified by Visa requires use of Microsoft Internet Explorer version 5.5 and above, Netscape Navigator 7.1 and above, Firefox or Safari internet browsers.

### 12. Transaction Limits

- 12.1 A maximum daily transaction limit applies to your Card Account for cash withdrawals through an ATM. The maximum daily transaction limits are set out in the Credit Card Schedule.

- 12.2 BOQ Specialist may set permanent and temporary limits on the minimum and maximum Transaction amounts.
- 12.3 BOQ Specialist may impose temporary limits on your Card Account in circumstances where Transactions appear to be suspicious or fraudulent. In these circumstances, we will use reasonable endeavours to notify you that we have imposed a temporary maximum transaction limit on your Card Account.
- 12.4 Where we impose a new permanent minimum or maximum transaction limit on your Card Account or vary an existing permanent minimum or maximum transaction limit on your Card Account, we will inform you of this change in accordance with the requirements set out in section 35 of these Conditions of Use.

**Please note merchants may impose their own transaction limits or restrictions on the amount of cash or value that a cardholder may obtain with a Credit Card.**

### 13. Credit Limit

- 13.1 Subject to any transaction limits which we may impose in accordance with section 12, BOQ Specialist will make funds available to you up to the Credit Limit. The Credit Limit applies to the Card Account and there is not an additional Credit Limit for cards issued to any Additional Cardholder.
- 13.2 You must not allow your Unpaid Daily Balance to exceed the Credit Limit, unless BOQ Specialist has consented in writing or BOQ Specialist otherwise authorises the Transaction which results in the Transaction exceeding the Credit Limit.
- 13.3 Transactions which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or Transactions that are processed manually are not authorised by us before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit without our authorisation.
- 13.4 If you conduct a Transaction which results in your Unpaid Daily Balance exceeding your Credit Limit, this does not signify an increase in your Credit Limit by BOQ Specialist. If the Credit Limit is exceeded without BOQ Specialist's approval, you must immediately repay to BOQ Specialist any amount in excess of your Credit Limit. When BOQ Specialist becomes aware of a Transaction in excess of your Credit Limit, BOQ Specialist will take reasonable steps to contact you to notify you that your Unpaid Daily Balance has exceeded your Credit Limit. BOQ Specialist will notify you no later than 2 business days after the day on which BOQ Specialist becomes aware that you have exceeded your Credit Limit (unless you have since paid an amount that brings your Unpaid Daily Balance within your Credit Limit). You agree that BOQ Specialist may provide such notification by writing, email, SMS or through your internet banking.
- 13.5 You agree that each time your Unpaid Daily Balance exceeds your Credit Limit, you will be charged a one-off Over Limit Fee (refer to the Monthly Credit Card Statement). The Over Limit Fee may be charged at any time in the statement period to which the transaction relates but generally will be deducted from your Card Account balance (which will increase the balance owing to BOQ Specialist) at the end of the day that your Unpaid Daily Balance exceeds your Credit Limit. You may withdraw this agreement at any time by providing notice to BOQ Specialist.

- 13.6 You may ask BOQ Specialist to permanently or temporarily increase your Credit Limit at any time. BOQ Specialist is not required to agree to any such request or respond to an invitation to apply to increase your Credit Limit. If BOQ Specialist forms the view that your financial circumstances do not justify a permanent or temporary increase in your Credit Limit (in BOQ Specialist's opinion) or the increase in the Credit Limit is unsuitable for you (in BOQ Specialist's opinion), BOQ Specialist will not agree to increase your Credit Limit. BOQ Specialist may only increase your Credit Limit at your request or with your written consent. However, BOQ Specialist may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, BOQ Specialist will give you written notice as soon as possible after deciding to reduce your Credit Limit (refer to section 35). You can request that BOQ Specialist reduce your Credit Limit at any time by contacting our Client Service Centre.
- 13.7 You will not be charged any Over Limit Fee in circumstances where we agree that your Credit Limit is to be temporarily increased, except in circumstances where you exceed your new temporary Credit Limit (in which case section 13.5 applies).
- 13.8 You are entitled to reduce your credit limit to any amount that equals, or exceeds, the minimum credit card limit. To request a reduction in your credit limit you can contact our Client Service Centre 24/7 on 1300 160 160 or send us a Secure Message through Online Banking.

You will need to ensure your account balance does not exceed the requested credit limit before we can make the credit limit reduction. We will tell you if there is anything else you need to do for us to complete your request.

#### 14. Additional Cardholder Limits

- 14.1 For each Additional Cardholder that is attached to the Card Account, the Primary Cardholder may set a Monthly Spend Limit. If no Monthly Spend Limit is set by the Primary Cardholder, an Additional Cardholder's Monthly Spend Limit defaults to the Credit Limit.
- 14.2 A Monthly Spend Limit may be set by the Primary Cardholder either by:
- setting this at the time the Primary Cardholder completes the application requesting that an Additional Cardholder be attached to the Card Account; or
  - contacting the Client Service Centre on 1300 160 160. In these circumstances, BOQ Specialist will then immediately arrange for the Additional Cardholder's Monthly Spend Limit to apply to the Card Account and such requests usually will take effect within one hour of BOQ Specialist receiving the request.
- 14.3 An Additional Cardholder's Monthly Spend Limit resets at the start of each statement period. If, in any relevant month, an Additional Cardholder's Monthly Spend Limit is reached, the Additional Cardholder will not be able to perform any further Transactions on the Card Account until such time as the Monthly Spend Limit resets.
- 14.4 The Primary Cardholder must contact BOQ Specialist if they wish to reduce or increase an Additional Cardholder's Monthly Spend Limit. BOQ Specialist will then arrange for the Additional Cardholder's Monthly Spend Limit to be reduced or increased. Such requests will usually take effect within one hour after BOQ Specialist receives the request.

- 14.5 When an Additional Cardholder completes Transactions, this will increase the Unpaid Daily Balance. An Additional Cardholder will be restricted from accessing his or her Monthly Spend Limit in circumstances where the Unpaid Daily Balance equals or exceeds the Credit Limit.
- 14.6 Any repayments to the Card Account are applied to reduce the Unpaid Daily Balance (see section 21.3 below) and are not applied to an Additional Cardholder's Monthly Spend Limit.
- 14.7 If an Additional Cardholder exceeds his or her Monthly Spend Limit, any recurring payment arrangements that are established by the Additional Cardholder may not be processed and in such circumstances, the Additional Cardholder will be required to contact the relevant merchant to discuss alternative payment methods.

#### 15. Authorisations and Processing of Transactions

- 15.1 Certain Transactions on your Card Account may need to be authorised by us before they can proceed. In these circumstances, prior to the Transaction being completed, the relevant merchant's financial institution will obtain authorisation from us for the Transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds on your Card Account. If circumstances occur where authorisation is obtained from us but the relevant Transaction is not completed, your available funds may be reduced for a certain period of time.
- 15.2 Transactions will not necessarily be processed to your Card Account on the same day that you conduct the relevant Transaction. The date that BOQ Specialist processes a Transaction and applies that Transaction to your Card Account is referred to as the "Transaction Statement Date". The Transaction Statement Date is the date that appears on your Monthly Credit Card Statement. BOQ Specialist will calculate all interest charges from the Transaction Statement Date unless section 20 provides otherwise.
- 15.3 Where you make multiple Transactions on your Card Account on the same day, debit Transactions (which are Transactions which increase your Unpaid Daily Balance, such as Purchases and Cash Advances) are posted to your Card Account before credit transactions (which are transactions which reduce your Unpaid Daily Balance, such as payments).
- 15.4 BOQ Specialist has the right to refuse authorisation for you to effect any Transaction if:
- BOQ Specialist has suspended your Card Account in accordance with these Conditions of Use (refer to section 25);
  - the Transaction will result in your Unpaid Daily Balance exceeding your Credit Limit; or
  - an Additional Cardholder has exceeded their Monthly Spend Limit.

#### 16. Statements And Receipts

- 16.1 A printed Transaction record will be available for each Transaction carried out with your Credit Card at an Electronic Banking Terminal.
- 16.2 You should always check the Transaction amount indicated on any:
- printed Transaction record is correct before you sign it; or
  - Electronic Banking Terminal is correct before entering your PIN.

- 16.3 You should obtain, check and retain all printed Transaction records (including sales and cash advance records) issued to you for checking against your Monthly Credit Card Statements.
- 16.4 BOQ Specialist will send to the Primary Cardholder a Monthly Credit Card Statement (unless the Card Account has a nil balance and no Transactions have occurred since the last statement period). All amounts shown on the Monthly Credit Card Statement will be in Australian dollars.
- 16.5 You may request an additional copy of your Monthly Credit Card Statement at any time, however fees and charges will apply. Refer to the Credit Card Schedule.
- 16.6 The date your Monthly Credit Card Statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement period".
- 16.7 There is no facility available to make repayments overseas. However, if you are overseas when a payment is due, you must still ensure that any minimum repayments are made.
- 16.8 In July each year, BOQ Specialist will send to the Primary Cardholder an Annual Purchase Summary. All amounts shown on the Annual Purchase Summary will be in Australian dollars. You may request an additional copy of your Annual Purchase Summary at any time, however fees and charges will apply. Refer to the Credit Card Schedule.

## 17. Transactions Debited To Your Card Account

- 17.1 BOQ Specialist will deduct from your Card Account balance (which will increase the balance owing to BOQ Specialist) the value of all Transactions carried out by the use of your Credit Card. BOQ Specialist will (in the first instance) consider a Transaction as having been authorised by you when:
- you conduct a Transaction;
  - your Credit Card is used to conduct a Transaction; or
  - your Credit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to BOQ Specialist.
- 17.2 Fraudulent transactions can occur on your Credit Card. Where you advise BOQ Specialist that a Transaction that has been debited from your Card Account balance (which will increase the balance owing to BOQ Specialist) is fraudulent, unauthorised or disputed, BOQ Specialist will investigate and review that Transaction in accordance with section 33 of these Conditions of Use. We may close your Card Account and/or cancel your Credit Card pursuant to section 25 of these Conditions of Use. If we take either or both of these steps we may issue you with a replacement Credit Card and, if relevant, allocate a new Card Account number. For mistaken, unauthorised and fraudulent BPAY Transactions, please see Part B of the BOQ Specialist Online Banking Terms and Conditions.
- 17.3 All Purchases, Cash Advances, Balance Transfers, interest charges and fees and charges will be debited from your Card Account balance in accordance with these Conditions of Use. All amounts debited from your Card Account will form part of your Unpaid Daily Balance.

## 18. Fees And Charges

- 18.1 The fees and charges outlined in the Credit Card Schedule apply. You agree to pay to BOQ Specialist all fees and charges that are set out in the Credit Card Schedule. Information on standard fees and charges is available online at [www.boqspecialist.com.au](http://www.boqspecialist.com.au). It is also available on request. BOQ Specialist will deduct these fees and charges from your Card Account balance (which will increase the balance owing to BOQ Specialist) by debiting the amount of the fee or charge in accordance with this section 18 and the Credit Card Schedule. All fees and charges that are set out in the Credit Card Schedule are inclusive of GST.
- 18.2 If you consider BOQ Specialist has incorrectly charged you a fee or charge, you may dispute this by contacting BOQ Specialist in accordance with section 33. Any incorrectly charged fee or charge will be reversed by BOQ Specialist.
- 18.3 The Card Account will be debited (which will increase the balance owing to BOQ Specialist) with the Annual Card Fee following activation by the Primary Cardholder of the Card Account. This Annual Card Fee is then charged in subsequent years on each anniversary after the activation of the Card Account. Refer to the Credit Card Schedule.
- 18.4 When the Additional Cardholder activates their Credit Card, the Additional Cardholder Fee will be debited from the Card Account balance (which will increase the balance owing to BOQ Specialist). This Additional Cardholder Fee is then charged in subsequent years on each anniversary after the activation by the Primary Cardholder of the Additional Cardholder's Credit Card.

## 19. Government Fees And Charges

- 19.1 BOQ Specialist reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Credit Card by any government or by any regulatory authority. You authorise BOQ Specialist to debit your Card Account balance (which will increase the balance owing to BOQ Specialist) with those fees, charges, duties and taxes.

## 20. Interest Charges

### 20.1 Calculation of Interest Charges

Interest on outstanding Cash Advances and Non-Cash Advances are calculated differently. Information on any interest rate is available on request.

### 20.2 Cash Advances

For Cash Advances, interest is calculated on the value of the Transaction from and including the Transaction Statement Date. The Annual Percentage Rate that applies to Cash Advances is shown in the Credit Card Schedule.

### 20.3 Non-Cash Advances

Unless an interest free period applies, for Non-Cash Advances interest is calculated on the value of the Transaction from the day after the due date shown on your statement ("the Payment Due Date"). However, if you are already in a non interest free cycle, the interest is calculated on the value of the Transaction from and including the Transaction Statement Date.

### 20.4 Balance Transfers

All balance transfers are treated as a Cash Advance as set out in clause 20.2 and the Annual Percentage Rate that applies is set out in the Credit Card Schedule.

## 20.5 Calculation of Interest Charges

The interest charges on:

- (1) Cash Advances;
- (2) Non-Cash Advances (not receiving the benefit of any interest free period);
- (3) any Transactions where a Balance Transfer applies,

are calculated daily, by applying the Daily Percentage Rate separately to the Unpaid Daily Balances of Cash Advances, Non-Cash Advances and any Transactions where a Balance Transfer applies. The total amount of interest charges debited to the Card Account balance (which will increase the balance owing to BOQ Specialist) is the sum of the interest charges on:

- (4) Cash Advances;
- (5) Non-Cash Advances; and
- (6) any Transactions where a Balance Transfer applies,

All interest charges for the relevant statement period will be deducted from the Card Account balance (which will increase the balance owing) on the last day of the relevant statement period.

## 20.6 Interest free period for Purchases

An interest free period may apply to Non-Cash Advance transactions. An interest free period starts on the day your account opens. Once an interest free period starts, it continues until you fail to pay by the Payment Due Date the closing balance from the last statement of account. The daily interest calculation will commence the day after that Payment Due Date.

Each Monthly Credit Card Statement sets out your Closing Balance on the Card Account at the end of the statement period and the Payment Due Date for payments for that statement period.

## 20.7 Further interest free periods

Another interest free period will commence when one of these things happen:

- You pay the closing balance from a Credit Card Statement of account by the Payment Due Date on that statement.
- Your opening balance for a new statement period is zero or in credit. The interest free period starts on the first day of that statement period.

## 20.8 Interest free days

Your Credit Card Schedule sets out the maximum number of interest free days that apply to Purchases and is subject to change at any time. The number of interest free days will depend on the date of the relevant Purchase and the due date to pay the Closing Balance for the relevant statement period.

## 20.9 Transactions eligible for an interest free period

An interest free period will not apply to Cash Advances or Balance Transfers at any time. Non-Cash Advance transactions may be eligible for an interest free period in accordance with Clause 20.6.

## 21. Payments

### 21.1 Minimum payment required

- (1) Where your Closing Balance on your Monthly Credit Card Statement shows an amount owing, you must pay the minimum amount owing by the due date as specified on the Monthly Credit Card Statement.
- (2) The minimum amount owing is calculated as the greater of \$20 or 2% of the Closing Balance. Where your Closing Balance for the relevant Monthly Credit Card Statement is less than \$20, the full Closing Balance is payable.
- (3) If you do not pay the minimum amount owing as shown on your Monthly Credit Card Statement by the due date, BOQ Specialist will charge you a Late Payment Fee (refer to the Credit Card Schedule for a description of the amount of this fee and when it will be debited from your Card Account balance) which will increase the balance owing to BOQ Specialist.
- (4) You may pay more than the minimum amount owing and may pay all of the Closing Balance. However, if you do this, it does not affect your obligation to pay in full the minimum amount owing that may be due in any subsequent month.

### 21.2 How and where you can make payments

- (1) You may make payments to BOQ Specialist:
  - by posting a cheque, together with the applicable portion of the Monthly Credit Card Statement to us. Please allow 5 Business Days for receipt and processing;
  - by BPAY payment, through your financial institution from your nominated savings or cheque account;
  - by presenting your Monthly Credit Card Statement at any Australia Post outlet. Payments cannot be made by other credit cards or charge cards;
  - by transferring funds from another account you hold with BOQ Specialist via Online Banking or by instructing the Client Service Centre to make such a transfer;
  - by direct debit from approved accounts. Payments cannot be made from other credit card accounts or charge cards. If you wish to use this method of payment, you will be required to complete a Direct Debit Request form, which contains further terms and conditions in the form of a Direct Debit Request Service Agreement. The Direct Debit Request Service Agreement includes further information about how you may change, stop or defer a direct debit payment. The Direct Debit Request form can be downloaded by visiting [boqspecialist.com.au](http://boqspecialist.com.au) or alternatively by calling our Client Service Centre;
  - by any other means as advised by BOQ Specialist from time to time.
- (2) You cannot send cash to BOQ Specialist as a means of payment.

- (3) Payments made to your Card Account may not be credited to your Card Account balance (i.e. your balance owing to BOQ Specialist may not be reduced) on the day of lodgement of the payment. The processing of payments can take a number of days. You should allow sufficient time for payment to be received and processed by BOQ Specialist before the due date.
- (4) You must always pay us in Australian dollars.
- (5) If an interest free period applies in respect of a Purchase, the minimum amount owing set out in the Monthly Credit Card Statement is calculated by including the amount of all unpaid Purchases regardless of the interest free period.
- (6) If you make a payment by EFTPOS Transaction and we identify a discrepancy between the amount recorded by the electronic equipment as having been deposited and the amount received by us, we will notify you of the difference as soon as possible and advise you of the actual amount credited to your Card Account (which reduces the balance owing to BOQ Specialist).

### 21.3 How we apply your payments

We will allocate payments made to your Card Account to the portion of your closing balance of your most recent Monthly Credit Card Statement which attracts the highest rate of interest first and then to the portion of the closing balance of your most recent Monthly Credit Card Statement which attracts the next highest interest rate and so on.

If the Card Account balance is zero or there is no differential of interest rates in the closing balance of your most recent Monthly Credit Card statement then, except as otherwise required by law, payments made to your Card Account will be applied to credit your Card Account balance (which will reduce the amount owing to BOQ Specialist) in the following order:

- first, any Balance Transfers; then
- any outstanding non-Cash Transactions in the previous month; then
- any outstanding Cash Advance Transactions in the previous month; then
- any non-Cash Transactions for the current month; then
- any Cash Advance Transactions for the current month; then
- any Transactions that have occurred after the relevant Monthly Credit Card Statement, by applying the order set out above.

### 21.4 Refunds

Any refund that is processed on the same date that the relevant Transaction was processed will not affect the calculation of interest charges. However, if the refund is processed on a date other than the Transaction Statement Date, the refund will be applied in the same order as set out in section 21.3 above. Any refund that is processed by BOQ Specialist will not be deemed to be a payment by you and in these circumstances you will still be required to pay the minimum amount owing by the due date as specified on the Monthly Credit Card Statement.

## 22. Regular Payment Arrangements

- 22.1 You are encouraged to maintain a record of all regular payments you arrange with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular payments can be either a recurring payment or an instalment payment. A regular payment arrangement represents an agreement between you and a merchant in which you preauthorise the relevant merchant to bill your Card Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction.
- 22.2 To either change or cancel any regular payment arrangement, you should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until you notify the merchant, BOQ Specialist is required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with your request to cancel or change the regular payment arrangement, you may be able to dispute the charges.
- 22.3 Should your Card Number be changed (i.e. as a result of a lost or stolen card), you must request the merchant(s) to change the details of your existing regular payment arrangement(s). If you do not undertake to notify the merchant of a change in your Credit Card details, your existing regular payment arrangement may either not be honoured by BOQ Specialist or the merchant may stop providing the goods and/or services to you.
- 22.4 Should you elect to close your Card Account or your Card Account is closed by us, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services.

## 23. Complaints and Dispute Resolution Scheme

If you have a complaint, query or dispute, you should immediately contact us by calling 1300 160 160.

Alternatively, should you wish to make a complaint in writing, please address your correspondence to:

Complaints Officer  
BOQ Specialist  
GPO Box 2539  
SYDNEY NSW 2001

If you are not satisfied with our internal complaints resolution procedures, you have the right to complain to the following independent external complaints resolution body of which we are a member:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3,  
Melbourne VIC 3001  
Telephone: 1800 931 678 (free call)  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

## 24. Renewal Of Your Credit Card

- 24.1 BOQ Specialist will forward to you and any Additional Cardholder a replacement Credit Card before the Expiry Date of your current Credit Card or additional Credit Card (providing you are not otherwise in default under the Credit Contract - refer to section 26 or BOQ Specialist elects not to renew your Credit Card due to you not meeting the Annual Minimum Spend Limit in accordance with section 7). In these circumstances you will not be charged a Card Replacement Fee.

- 24.2 If you do not require a replacement Credit Card, either for yourself or an Additional Cardholder, you must notify BOQ Specialist before the Expiry Date of your current Credit Card or additional Credit Card. You must give BOQ Specialist a reasonable time to arrange cancellation and the issue of a replacement Credit Card, otherwise a Card Replacement Fee may be incurred by you.
- 24.3 BOQ Specialist may issue a replacement Credit Card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use. Typically BOQ Specialist will do this in circumstances where it considers that the security of your Credit Card or PIN may have been compromised or where BOQ Specialist is required to issue new cards to all its cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged a Card Replacement Fee.
- 25. Cancelling Or Suspending Your Card Or Card Account**
- 25.1 BOQ Specialist reserves the right to close your Card Account and/or cancel your Credit Cards at any time. For example, we may close your Card Account and/or cancel your Credit Cards:
- (1) for security reasons where the Credit Card has been or is reasonably suspected by BOQ Specialist to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or other third party as a result of your conduct or otherwise;
  - (2) if you do not meet the Annual Minimum Spend Limit in accordance with the requirements set out in section 7.
- If we close your Card Account and/or cancel your Credit Cards, BOQ Specialist will notify you that your Card Account has been closed or that your Credit Card has been cancelled.
- 25.2 You may cancel your Card Account at any time by telephoning our Client Service Centre on 1300 160 160 or by sending us a Secure Message through Online Banking. We will process the request to close your account as soon as is practicable, once the balance of your account is zero. You will need to securely dispose of all Credit Cards by cutting them in half through the chip. We will tell you if there is anything else you need to do for us to complete your request.
- 25.3 BOQ Specialist may restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholders from using your Credit Card in circumstances where we have closed your Card Account and/or cancelled your Credit Cards.
- 25.4 Subject to the ability of BOQ Specialist to demand immediate repayment in accordance with sections 26.2 or 26.4, this Credit Contract remains in force when an Credit Card is cancelled or the Card Account is closed in accordance with this section 25 until the Closing Balance on your Card Account has been repaid in full and any amounts subsequently debited from your Card Account balance (which will increase the balance owing to BOQ Specialist) in accordance with this Credit Contract are paid.
- 25.5 Subject to sections 26.2 or 26.4 below, where we have restricted your Card Account or you have cancelled yours and your Additional Cardholder's Credit Cards, having the effect of removing all future access to any available funds, you must continue to pay at least the minimum amount owing as shown on your Monthly Credit Card Statement each month until the Closing Balance of the Card Account is paid in full. In these circumstances, fees, charges and interest will continue to be debited from to your Card Account balance (which will increase the balance owing to BOQ Specialist) in accordance with the terms and conditions set out in this Credit Contract.
- 25.6 You must not use your Credit Card after it has been cancelled or restricted or your Card Account has been restricted or closed. In some circumstances your Credit Card may be used for store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a Transaction is processed manually. If you use your Credit Card after it has been cancelled or restricted or your Card Account has been closed in these circumstances then you will be liable to BOQ Specialist for the value of any Transaction as well as any reasonable costs incurred by BOQ Specialist in collecting the amounts owing which include interest calculations at the prevailing interest rate. Any such amounts are immediately due and owing upon demand by BOQ Specialist.
- 25.7 Should you elect to close your Card Account or your Card Account is closed by us, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services (refer to section 22 for further details).
- 25.8 BOQ Specialist reserves the right to suspend or cancel your Credit Card without notice, where BOQ Specialist has reasonable grounds to suspect unauthorised or fraudulent activity on your Credit Card. In those circumstances, BOQ Specialist will issue you with a replacement Credit Card and if relevant, allocate a new Card Account number.
- 25.9 If you fail to activate the Credit Card within 90 days of receipt, BOQ Specialist reserves the right to cancel your Credit Card without any notice.
- 26. Default**
- 26.1 You are in default under this Credit Contract if:
- you fail to pay the whole of any amounts due on or before the due date;
  - we have called for repayment under another arrangement you have with us (or which you have guaranteed) because of an event of default (however described). If you have guaranteed another arrangement with us, a default will only occur if you have not paid any demand made under that guarantee;
  - you do not comply with the law;
  - it is unlawful for you or BOQ Specialist to continue with the Credit Contract;
  - you use the Card Account for a purpose not approved by BOQ Specialist;
  - BOQ Specialist reasonably believes that you gave to BOQ Specialist false, misleading or deceptive information; or
  - you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.



- 26.2 Where you are in default in accordance with section 26.1, before we require immediate repayment in full of all amounts owing by you to BOQ Specialist in accordance with this Credit Contract and prior to us commencing any enforcement action, we will provide you with 30 days written notice to allow you an opportunity to remedy the default. If you do not remedy the default in accordance with the timeframes specified in the written notice we provide you, then BOQ Specialist may require immediate payment of all amounts owing by you under the Credit Card and may commence enforcement action.
- 26.3 Where you are in default in accordance with section 26.1, BOQ Specialist may, despite any other provision of these Conditions of Use or another arrangement and without prior notice to you:
- close your Card Account, cancel any Credit Cards or restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholders from using your Credit Card;
  - set off against the amount owing any money BOQ Specialist owes you;
  - elect not to pay you any money BOQ Specialist owes you until there is no amount owing;
  - combine and amalgamate any two or more of BOQ Specialist's accounts in your name; or
  - debit and charge any account in your name maintained by BOQ Specialist (or an account opened by BOQ Specialist in your name) with the amount owing.
- 26.4 BOQ Specialist is not required to give you notice before commencing enforcement proceedings in circumstances where:
- we believe on reasonable grounds that we were induced by fraud on your part to enter into this Credit Contract;
  - we have made reasonable attempts to locate you but have not been successful; or
  - the Court authorises us to begin enforcement proceedings.
- 26.5 It is important that you update your contact details with BOQ Specialist when they change to ensure that they stay current and up to date.
- 26.6 You may have to pay reasonable enforcement expenses and costs under these Conditions of Use, including any amount reasonably incurred by BOQ Specialist's staff and facilities, in the event of a breach of the Credit Contract. All enforcement expenses and costs must be reasonably incurred by BOQ Specialist. These enforcement expenses will become payable by you after BOQ Specialist has given you 21 days notice of these expenses. After 21 days BOQ Specialist may debit your Card Account balance (which will increase the balance owing to BOQ Specialist) for such amounts without being required to give further notice to you.
- 27. Hardship**
- 27.1 BOQ Specialist understands that some situations can bring about financial stress, including illness or injury and changes to employment. If you are experiencing financial difficulties please call our Client Service Centre on 1300 160 160 to discuss options and solutions which may be available to you.
- 27.2 You can ask BOQ Specialist to postpone your repayments or reduce the amount of your repayments by making an application. After you apply for a hardship variation, we must respond to your request in writing within 21 days. If we refuse your hardship application, we must give reasons. If you think these reasons are unfair, you may contact our external dispute resolution provider (see section 23 for details).
- 28. Unclaimed Monies On Expiry Or Closure Of Card Account**
- 28.1 If seven (7) years after you have closed your Card Account a credit balance of \$500 or more remains on your Card Account, this amount will be classified as unclaimed monies and BOQ Specialist will remit this amount to the Commonwealth of Australia. In this event, you can claim these monies by contacting the Australian Securities & Investment Commission on 1300 300 630.
- 28.2 Whilst a credit balance remains on your Card Account and your Card Account has not been closed, you will continue to be charged the Annual Card Fee.
- 29. Special Promotions**
- We may make available a Special Promotion on such terms and conditions as we determine, including:
- the Transactions which are eligible for the Special Promotion; and
  - the period of time the Special Promotion is available.
- 30. Your Liability In Case Your Credit Card Is Lost Or Stolen Or In The Case Of Unauthorised Use**
- 30.1 You are not liable for any unauthorised use of your Credit Card:
- (1) in relation to a Transaction evidenced by a sales or cash advance voucher, before you have actually received your Credit Card;
  - (2) in relation to a Transaction at an Electronic Banking Terminal, before you have actually received your PIN;
  - (3) after you have reported it lost or stolen under section 6;
  - (4) due to the same Transaction being incorrectly debited to your Card Account more than once;
  - (5) resulting from the fraud or negligent conduct of our employees or agents;
  - (6) if you did not contribute to any unauthorised use of your Credit Card; or
  - (7) if your Credit Card or PIN is forged, faulty, expired or cancelled.
- 30.2 For the purpose of section 30.1(6), we will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Credit Card. This assessment will include a review of whether you:
- (1) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - (2) wrote or indicated your PIN or on your Credit Card;
  - (3) wrote or indicated your PIN or identification on any article carried with your Credit Card or likely to be lost or stolen at the same time as your Credit Card;
  - (4) allowed anyone else to use your Credit Card;
  - (5) unreasonably delayed notification of:

- (6) your Credit Card or PIN record being lost or stolen;
- (i) unauthorised use of your Credit Card; or
  - (ii) the fact that someone else knows your PIN; and/or
  - (iii) left your BOQ Specialist Credit Card in an ATM, and whether the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 30.3 If we can prove on the balance of probability that you have contributed to the unauthorised use of your Credit Card under section 30.2, your liability will be the lesser of:
- (1) the actual loss when less than your Card Account balance (including the unused portion of your Credit Limit);
  - (2) your Card Account balance (including the unused portion of your Credit Limit); or
  - (3) 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 Credit Card, up to and including the day you make your report.
- 30.4 In determining liability under section 30.3(3):
- (1) where your 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
  - (2) 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.
- 30.5 Where a code (e.g. 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 Credit Card, your liability will be the lesser of:
- (1) \$150;
  - (2) your Card Account balance (including the unused portion of your Credit Limit); or
  - (3) the actual loss at the time is notified of the loss or theft of your Credit Card.
- 30.6 In determining your liability under this section 30:
- (1) BOQ Specialist will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
  - (2) 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; and
  - (3) where there is a dispute as to whether you have received a Credit Card or PIN it is presumed that you did not receive it unless we can prove that you did receive it.
- 30.7 Your liability for losses occurring as a result of unauthorised access will be determined under the ePayments Code. The guidelines set out in section 5 of these Conditions of Use to safeguard your Card Account, are the minimum security measures you should take. If you disagree with our processes, you should contact us and request that we review our decision in accordance with section 33 below.

- 30.8 We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with you or an Additional Cardholder's instructions.

However, if you or an Additional Cardholder were aware, or should have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your or an Additional Cardholder's instructions or the card fails to work in the terminal.

### 31. Visa Zero Liability

- 31.1 In addition to the limits placed on your liability pursuant to the ePayments Code and described in section 30 above, Visa's scheme rules provide that BOQ Specialist shall limit your liability to nil in the following circumstances:

- (1) the unauthorised Transactions were not effected at an ATM;
- (2) you have not contributed to any loss caused by unauthorised use of your Credit Card as described in section 30.2; and
- (3) you have provided all reasonably requested documentation to BOQ Specialist, which may include provision of a statutory declaration and police report.

- 31.2 Where this Visa zero liability section applies, BOQ Specialist will endeavour to refund the amount of the unauthorised Transactions within 24 hours, subject to:

- (1) you having provided all reasonably requested information to BOQ Specialist;
- (2) you not being otherwise in default or having breached these Conditions of Use;
- (3) your Card Account is not in arrears, other than as a result of the unauthorised Transactions; and
- (4) BOQ Specialist has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
  - (i) the conduct of the Card Account;
  - (ii) the nature and circumstances surrounding the unauthorised Transactions; and
  - (iii) any delay in notifying BOQ Specialist of the unauthorised Transactions.

- 31.3 Any refund is conditional upon the final outcome of BOQ Specialist's investigation of the matter and may be withdrawn by BOQ Specialist where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, BOQ Specialist will comply with the requirements of section 33 of the Conditions of Use.

### 32. Indemnity

- 32.1 To the extent permitted by law, and subject to section 32.2, you indemnify us against any direct loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with these Conditions of Use.

- 32.2 The indemnity in section 32.1 does not apply to any loss or liability:

- that we may have arising under the *National Consumer Credit Protection Act 2009* (Cth); or to the extent caused by our fraud, negligence or wilful misconduct.

### 33. Resolving Errors On Account Statements

- 33.1 **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 BOQ SPECIALIST BY CALLING THE CLIENT SERVICE CENTRE ON 1300 160 160. FAILURE TO DO SO MAY RESULT IN THE LOSS OF A CHARGEBACK RIGHT** (“chargeback right” is further explained in clause 33.7 below). As soon as possible, you must also provide BOQ Specialist the following:
- your name and Card Number;
  - details of the Transaction or the error you consider is wrong or unauthorised;
  - a copy of the Monthly Credit Card 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;
  - details of other users authorised to operate the account; and
  - details of whether your Credit Card is signed and your PIN secure.
- 33.2 If BOQ Specialist is unable to settle your complaint 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.
- 33.3 If BOQ Specialist finds that an error was made, it will make the appropriate adjustments to your Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 33.4 When BOQ Specialist 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 ePayments Code; and
  - advise you of any adjustments it has made to your Card Account
- 33.5 If BOQ Specialist decides that you are liable for all or any part of a loss arising out of unauthorised use of your 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.
- 33.6 If BOQ Specialist fails to carry out these procedures or causes unreasonable delay, BOQ Specialist may be liable for part or the entire amount of the disputed Transaction where its failure or delay has prejudiced the outcome of the investigation.
- 33.7 BOQ Specialist has the ability to investigate Disputed Transactions which occur on your Credit Card. The Visa scheme has a dispute resolution process that is contained in Visa’s operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, BOQ Specialist, a bank or financial institution) can claim a refund in connection with a Disputed Transaction on a cardholder’s behalf. This right is referred to as a “chargeback right”. Accordingly, BOQ Specialist’s ability to investigate a Disputed Transaction on your behalf is limited to the time frames imposed pursuant

to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a Disputed Transaction. Such time limitations may not apply where the ePayments Code applies. NOTE: The Visa Scheme dispute resolution process does not apply to BPAY Payments. For BPAY Payments, please see Part B of the BOQ Specialist Online Banking Terms and Conditions.

### 34. Malfunction

- 34.1 Other than to correct the error in your Card Account and the refund of any charges or fees imposed on you as a result of the error, BOQ Specialist 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.
- 34.2 Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the Transaction. You will be required to present your Credit Card and sign a voucher. The voucher authorises BOQ Specialist to debit your Card Account balance (which will increase the balance owing to BOQ Specialist).

### 35. Changes To Conditions Of Use

- 35.1 **BOQ Specialist may make changes**
- (1) BOQ Specialist may change your Credit Contract at any time by providing you with notice in accordance with this section 35.
  - (2) If you wish to close your Card Account as a result of any change or variation we make to this Credit Contract, you must contact BOQ Specialist to close your Card Account. In these circumstances, you will not be charged any fees or charges associated with us closing your Card Account, providing you are not in default of the Credit Contract and you pay all monies owing in accordance with section 21.
- 35.2 **Changes to Annual Percentage Rate**
- (1) BOQ Specialist will notify you in writing of any changes to the Annual Percentage Rate by no later than the day on which the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper. In this case, we will confirm the change before or when your next Monthly Credit Card Statement is sent after the change takes effect.
  - (2) BOQ Specialist will notify you no later than 30 days before a change in the manner in which it calculates interest or applies interest (including a change in or abolition of any interest free period) takes effect.
- 35.3 **Changes to Credit Fees and Charges**
- (1) We may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 30 days before the change takes effect. Alternatively, notice may be given by publishing a notice in a newspaper. In this case, we will confirm the change before or when your next Monthly Credit Card Statement is sent after the change takes effect.
  - (2) Where the change reduces or removes a credit card fee or charge or extends the time for payment of a credit card fee or charge, we will provide you with notice as soon as reasonably possible (which may be before or when we send your next Monthly Credit Card Statement to you). This notice may occur before or after the change takes effect.

#### 35.4 Changes to repayments

- (1) We will notify you of any change in the amount or frequency or time for payment or a change in the method of calculating the minimum amount owing by giving you written notice no later than 30 days before the change takes effect.
- (2) Where the change reduces the amount of repayment or extends the time for payment, we will advise you of the change as soon as reasonably possible (which may be before or when your next Monthly Credit Card Statement is sent after the change takes effect).

#### 35.5 Cancellation and change to your Credit Limit

We may reduce your Credit Limit. Unless you are in default pursuant to section 26, we will not reduce your Credit Limit below your Unpaid Daily Balance and will notify you in writing as soon as reasonably possible (which may be before or after deciding to reduce your Credit Limit) or, where the change is unfavourable to you, by providing you with 30 days' notice. However, we can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

#### 35.6 Other changes

We may notify you of any other changes by giving you written notice no later than 30 days before the change takes effect. These changes may include imposing, removing or adjusting transaction limits. Where the change reduces your obligations or extends the time for payment, we will advise you of the change as soon as reasonably possible (which may be before or when your next Monthly Credit Card Statement is sent after the change takes effect) or, where the change is unfavourable to you, we will provide you with 30 days' notice. However, we can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

#### 36. BPAY

- 36.1 We are a member of the BPAY Scheme which is an electronic payments scheme through which you and an additional cardholder can ask us (using Online Banking) to make payment on your behalf to billers who accept BPAY payments. We will tell you if we are no longer a member of the BPAY Scheme.
- 36.2 You can ask us to make a BPAY Payment from a credit card account and the terms that regulate your BPAY Payment can be found at [boqspecialist.com.au/online-banking](http://boqspecialist.com.au/online-banking) or by contacting our Client Service Centre on 1300 160 160. (Part B), specifically:
  - (a) How to use BPAY
  - (b) Valid payment direction
  - (c) Information you must give us
  - (d) Stopping or altering payments
  - (e) Liability for BPAY mistaken payments, unauthorised transactions and fraud
  - (f) Suspension
  - (g) Cut off times
  - (h) When a Biller cannot process your payment
    - (i) Account Records
    - (j) Consequential damage
    - (k) Privacy

#### 37. Other General Conditions

- 37.1 You agree that you will promptly notify BOQ Specialist of any change of address and/or any other contact details for the mailing delivery of any notifications, which BOQ Specialist is required to send to you.
- 37.2 You may not assign your rights under this contract to any other person. BOQ Specialist may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedures than BOQ Specialist. If BOQ Specialist assigns or transfers the rights under this Credit Contract, this Credit Contract will apply to the transferee or assignee as if it were named as BOQ Specialist. If we assign this Credit Contract, we will provide you with notice and you will be able to cancel your Credit Card as a result of this assignment without being charged any fees or charges associated with us cancelling your Card Account, provided you are not in default of the Credit Contract and you pay all monies owing in accordance with section 21.
- 37.3 A certificate signed by an authorised person of BOQ Specialist stating the balance of the Card Account is sufficient evidence of the amount of the Primary Cardholder's liability to BOQ Specialist at the date of issuing the certificate.

#### 38. Anti-Money Laundering And Counter-Terrorist Financing

You agree that:

- where required, you will provide to BOQ Specialist all information reasonably requested by BOQ Specialist in order for BOQ Specialist to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation or the Visa scheme rules;
- BOQ Specialist may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- BOQ Specialist may block, delay, freeze or refuse any transactions or Card Accounts where BOQ Specialist in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, the Visa scheme rules or any other relevant law, or that the Card Account is being used in a fraudulent manner or in breach of the AML Legislation, the Visa scheme rules or any other relevant law;
- where transactions or Card Accounts are blocked, delayed, frozen or refused by BOQ Specialist in accordance with this section 38, you agree that BOQ Specialist is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of BOQ Specialist taking this action; and
- BOQ Specialist will monitor all transactions that arise pursuant to your use of the Credit Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

#### 39. Privacy And Information Collection

BOQ Specialist collects and handles your personal information as described in your application form and the BOQ Specialist Privacy Policy, and as otherwise notified to or agreed by you. The BOQ Specialist Privacy Policy is available at [boqspecialist.com.au](http://boqspecialist.com.au) or by contacting us on 1300 160 160.

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## 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 the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

#### The contract

#### 1. How can I get details of my proposed Credit Contract?

Your credit provider must give you a 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 may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider's details are set out below:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3,  
Melbourne VIC 3001  
Telephone: 1800 931 678 (free call) [www.afca.org.au](http://www.afca.org.au)  
email: [info@afca.org.au](mailto:info@afca.org.au)

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

#### 10. Paragraphs 10 - 21 of the information statement are not relevant to this credit contract.

#### 11. 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 -

- 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.

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## Information Statement (continued) - General

### 12. What if my credit provider and I cannot agree on a suitable arrangement?

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

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

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

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### 14. 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 your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider details are set out below:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678 (free call)  
Website: [www.afca.org.au](http://www.afca.org.au)  
email: [info@afca.org.au](mailto:info@afca.org.au)

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

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## Credit Guide

**BOQ Specialist - a division of Bank of Queensland Limited**  
GPO Box 2539, Sydney, NSW, 2001  
ABN 32 009 656 740

BOQ Specialist is a division of the credit provider Bank of Queensland Limited ABN 32 009 656 740 (Australian Credit Licence Number 244616) (we or us). We provide in this Credit Guide information relevant to credit provided by us and credit assistance provided by us in connection with credit contracts with third party financiers.

### Credit provided by us

The following types of credit are provided by us to one or more individuals or strata title corporations:

- loans, lines of credit, credit cards, overdrafts and lease facilities provided for personal, domestic or household purposes;
- loans and lines of credit provided so that the customer can purchase, renovate or improve residential property for investment purposes (or to refinance such a loan or line of credit), except where the loan or line of credit is provided for the purpose of investment in multiple residences and the amount of credit provided exceeds \$5 million.

These types of credit provided by us are referred to below as **Relevant Products**.

### Inquiries, verification and assessments

Prior to providing to you any Relevant Product (or a credit limit increase for a Relevant Product) we will:

- make inquiries about your requirements and objectives in relation to the Relevant Product (or the credit limit increase) and your financial situation;
- take steps to verify the information you provide regarding your financial situation; and
- make an assessment on whether the Relevant Product (or credit limit increase) is not unsuitable for you.

The Relevant Product (or credit limit increase) will be assessed as unsuitable for you if:

- it will not meet your requirements or objectives;
- it is likely you will not be able to comply with the resulting financial obligations; or
- it is likely you would only be able to comply with the resulting financial obligations with substantial hardship.

We are prohibited by law from providing a Relevant Product (or credit limit increase) if it is assessed to be unsuitable for you.

It is therefore important that all the information you provide is complete and accurate. If you request a copy of the assessment made in relation a Relevant Product (or credit limit increase) which you have applied for or which has been provided to you, we are required by law to provide that copy without charge:

- prior to entering into the contract with you for the Relevant Product (or increasing the credit limit), if the copy is requested prior to the contract being entered into (or the credit limit increased);
- within 7 business days, if the copy is requested within 2 years of the day on which the contract for the Relevant Product is made (or the credit limit increased); or
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the contract for the Relevant Product is made (or the credit limit increased).

We are not required to provide you with a copy of the assessment if the application for credit (or an increase in credit) or lease facility has been declined, or if the credit contract or lease facility your request relates to was entered into before 1st January 2011.

### Credit assistance provided by us

We source finance from a panel of financiers (Panel).

Our current Panel comprises of the financiers listed below:

- Adelaide Bank.
- St George Bank, Bank of Melbourne and Bank SA.
- National Australia Bank.
- Commonwealth Bank of Australia.

St George Bank, Bank of Melbourne and Bank SA are divisions of Westpac. The lender of record for these loans (i.e. the name which will appear on your credit contract and your mortgage) is Westpac Banking Corporation.

We market Adelaide Bank (ABL) loans. These loans are structured and managed by us. The lender of record for ABL loans is Bendigo and Adelaide Bank Ltd.

We will help you choose finance which is suitable for your purposes.

### Responsible lending conduct for our credit assistance services

We have obligations under our credit assistance relationship.

Prior to providing credit assistance by suggesting that you apply (or assisting you to apply) for a credit contract (or an increase in a credit limit of a credit contract) or lease facility we will:

- make inquiries about your requirements and objectives in relation to the credit contract (or the credit limit increase) or lease facility and your financial situation;
- take steps to verify the information you provide regarding your financial situation; and
- make a preliminary assessment on whether the credit contract (or credit limit increase) or lease facility is not unsuitable for you.

The credit contract (or credit limit increase) or lease facility will be assessed as unsuitable for you if:

- it will not meet your requirements or objectives;
- it is likely you will not be able to comply with the resulting financial obligations; or
- it is likely you would only be able to comply with the resulting financial obligations with substantial hardship.

We are prohibited by law from providing credit assistance by suggesting that you apply (or assisting you to apply) for a credit contract (or an increase in a credit limit of a credit contract) or lease facility where the contract is unsuitable for you.

It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the preliminary assessment made in relation to the credit assistance you have applied for or which has been provided to you, we are required by law to provide that copy without charge:

- prior to you entering into the credit contract (or increasing the credit limit) or lease facility, if the copy is requested prior to the credit contract or lease facility being entered into (or the credit limit increased);

- within 7 business days, if the copy is requested within 2 years of the day on which the credit contract or lease facility is made (or the credit limit increased); or
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the credit contract or lease facility is made (or the credit limit increased).

### **Fees Payable By You in connection with our credit assistance services**

In Panel finance transactions we do not charge you for our services because we are paid commission by the Panel financier. However a Panel financier may require you to pay an application fee, valuation fee, and/or other fees.

### **Commissions Received By Us in connection with our credit assistance services**

We may receive commissions from Panel financiers who provide a loan or lease facility to you as our customers. These are not fees payable by you. You can obtain from us information about a reasonable estimate of the commissions likely to be received, directly or indirectly, by us and how the commission is worked out.

### **Commissions Payable By Us in connection with our credit assistance services**

From time to time we may pay a fee for the referral of business to us by third parties such as industry associations and/or third party brokers. These referral fees are generally small amounts and accord with usual business practice. These are not fees payable by you. You may, on request, obtain details of any fees that we may pay and how the amount was calculated.

### **Things You Should Know about our credit assistance services**

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 use and you should not rely on it.

We don't 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 don't provide legal or financial advice. It is important you understand your legal obligations under the loan or lease facility, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any finance contract.

### **If you have a problem or dispute**

#### **a) Our service commitment**

At BOQ Specialist we are committed to providing our customers with innovative banking solutions and the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

#### **b) How to contact us about a problem or dispute**

Contact our Complaints Department via:

E-mail: [complaints@boqspecialist.com.au](mailto:complaints@boqspecialist.com.au)  
 Telephone: 1300 160 160  
 Mail: Complaints Officer BOQ Specialist  
 GPO Box 2539  
 Sydney NSW 2001

#### **c) How will your complaint be handled?**

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complaints within 5 business days. If this is not possible we will keep you informed of our progress.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with electronic transactions to which that Code applies.

If your complaint cannot be resolved promptly, our Complaints Officer will take responsibility and work with you to resolve the matter.

#### **d) What to do if you feel your complaint has not been resolved**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to Australian Financial Complaints Authority:

GPO Box 3 Melbourne VIC 3001  
 Telephone: 1800 931 678 (free call)  
 Website: [www.afca.org.au](http://www.afca.org.au)  
 email: [info@afca.org.au](mailto:info@afca.org.au)

The Australian Securities and Investments Commission (ASIC) also has an information line - 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

#### **e) Further information**

For further information on solving problems and disputes please visit our website: [www.boqspecialist.com.au](http://www.boqspecialist.com.au)

#### **How can you contact us?**

You can contact us by:

- calling us on 1300 160 160
- e-mailing us on [client.services@boqspecialist.com.au](mailto:client.services@boqspecialist.com.au)
- writing to us at BOQ Specialist, GPO Box 2539, Sydney, NSW, 2001.



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Client service centre  
T 1300 160 160  
[boqspecialist.com.au](http://boqspecialist.com.au)

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GPO Box 2539  
Sydney NSW 2001  
Australia