

# coles

# Credit Cards

## Contract Documents

Includes:

Contract Documents & Important Notices About Your Credit Card, Loyalty Terms and Conditions and (if applicable) Insurance and Concierge Terms and Conditions

August 2016

This document applies to the following:

Coles MasterCard® (Rewards)

Coles MasterCard® (No Annual Fee)

Coles MasterCard® (Low Rate)

Coles and Coles Pay Tag are registered trade marks of Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708.

MasterCard® brand and PayPass are registered trade marks of MasterCard International.

flybuys is a registered trademark of Loyalty Pacific Pty Ltd. ABN 82 057 931 334. Credit facility provided by Wesfarmers Finance Pty Ltd (ABN 58 601 282 455), Australian Credit Licence number 470916. ("Wesfarmers Finance").

Latitude Financial Services Australia Holdings Pty Ltd (ACN 603 161 100) is an authorised Credit Representative of Wesfarmers Finance.

# Coles MasterCard® Credit Contract – Conditions of Use

Your credit contract comprises the Conditions of Use and the Coles MasterCard Financial Table.

## Contents

### Part A Information about these Conditions of Use

1. When are **you** bound by the **credit contract**? ..... 03

### Part B Information about cards and your account

2. What can a **card** be used for? ..... 03  
3. The **cash advance** facility ..... 05  
4. **Balance transfers** ..... 05  
5. Can additional cards be issued? ..... 06  
6. **Card** features ..... 06  
7. **Card** ownership, expiry and reissue ..... 07  
8. What is **your credit limit**? ..... 07  
9. Statements of **account** and **statement periods** ..... 08  
10. Amounts debited to **your account** ..... 08

### Part C Information on fees and charges

11. What fees and charges apply? ..... 09  
12. Can fees and charges change or new ones be introduced? ..... 10

### Part D Payments

13. What is the minimum amount **you** must pay for each **statement period**? ..... 11  
14. How is the **minimum monthly payment** and the **closing balance** calculated? ..... 12  
15. How is the **overdue amount** calculated? ..... 12  
16. How is the **overlimit amount** calculated? ..... 12  
17. From when do **you** get credit for a payment? ..... 12  
18. How are payments applied? ..... 13  
19. How are refunds processed and applied? ..... 15

### Part E Interest

20. When will interest not be charged on **purchases, general fees** and **relevant amounts**? ..... 15  
21. How is interest on the **purchases and charges balance** calculated? ..... 16  
22. How will interest on the **cash advance balance** be calculated? ..... 16  
23. How will interest on **balance transfers** be calculated? ..... 16  
24. Can an **annual percentage rate** change? ..... 17  
25. How frequently will interest be debited? ..... 17  
26. How will you know what the interest is for a **statement period**? ..... 18

27. Do **we** charge interest on any interest or on fees and charges? ..... 18

### Part F Special Promotions

28. How do **special promotions** work? ..... 18

### Part G Defaults, cancellation or suspension of the card and closure of the account

29. What happens on default? ..... 19  
30. When can a **card** be suspended or cancelled or an **account** closed? ..... 19

### Part H General Conditions

31. Looking after your **card** ..... 20  
32. Who pays for **unauthorised transactions** which are not **EFT transactions**? ..... 22  
33. Additional conditions for **EFT transactions** ..... 22  
34. When you are not liable for certain **unauthorised transactions** which are **EFT transactions** ..... 22  
35. Some cases when you are liable for **unauthorised transactions** which are **EFT transactions** ..... 23  
36. Limitation on liability for certain **unauthorised transactions** which are **EFT transactions** ..... 23  
37. Complaint handling ..... 24  
38. Some cases when **we** are not liable ..... 24  
39. **We** may act on **your** instructions ..... 24  
40. **You** must advise us of a change in contact details ..... 24  
41. Compliance with legislation ..... 24  
42. Changes to the **credit contract** ..... 24  
43. Is it possible for **credit contract** terms to be waived? ..... 25  
44. Access to information ..... 25  
45. Notices ..... 25  
46. Effective dating and adjustments ..... 26  
47. Some cases in which **we** may be liable ..... 26  
48. Interpretation ..... 26

This document does not contain all the pre-contractual information **we** are required by law to give **you**. Further terms and conditions are in the Coles MasterCard **Financial Table**. Words printed like **this** are explained in 4.8 together with some other key words. **We** strongly recommend that **you** read these Conditions of Use and the Coles MasterCard **Financial Table** carefully and ensure that any **additional cardholder** also does so. If **you** have any questions please contact **us**.

## Part A: Information about these Conditions of Use

### 1. When are you bound by the credit contract?

**You** are bound by the **credit contract** as soon as **you** or any **additional cardholder** use the **account** to access credit or **you** tell **us**.

## Part B: Information about cards and your account

### 2. What can a card be used for?

#### 2.1 A card can be used to obtain credit from **us** in the following ways, except that a **Coles Pay Tag** shall not be used for **cash, balance transfers, BPAY payments or cash equivalent transactions**:

(a) Subject to 2.8, to pay for all or part of the price of goods and **services**, except that for payments via a **Coles Pay Tag** in conjunction with a **PayPass** reader:

(i) payments are limited to \$100 or the equivalent in foreign funds without the use of a **PIN**;

(ii) payments exceeding \$100 or the equivalent in foreign funds must be made with a **PIN**; and

(iii) at **our** discretion and subject to a **supplier** and MasterCard International's acceptance, with the signature of the **cardholder** or **additional cardholder**;

(b) Subject to 3, for **cash**,

(c) Subject to 4, for **balance transfers**,

(d) Subject to 2.10, for **BPAY payments**; and

(e) In **our** discretion, for **cash equivalent transactions**, where the goods, **services** or cash are obtained from a **supplier**, financial institution or **electronic banking terminal** which accepts MasterCard credit cards, or as otherwise nominated by **us**. However:

(i) **suppliers**, financial institutions and **electronic banking terminals** displaying a MasterCard sign may not accept a Coles MasterCard credit **card** for any or all transactions and

(ii) in **our** discretion, **we** may decline authorisation for any transaction on **your account** or for transactions on any **card** issued by **us** on **your account**.

#### 2.2 A card can only be used to obtain credit if:

(a) **you** have first activated **your card** in accordance with **our** procedures; and

(b) the **card** is presented to the **supplier** or financial institution; or

(c) the **supplier** or financial institution is given details of the **card** in some other way **we** have approved; and

(d) the person using the **card** or supplying the details is, or purports to be, the relevant **cardholder**.

#### 2.3 A card presented to a **supplier** or financial institution may not be accepted unless:

(a) It is signed by the **cardholder** and is used prior to the expiry date on the face of the **card**; and

(b) the **cardholder** signs a voucher and the signature matches the signature on the **card** or the **cardholder** enters the **PIN**; and

(c) the **account** has not been closed under 30 or use of the **card** has not been suspended or cancelled under 30; and

(d) any identification required by the **supplier** or financial institution is provided.

#### 2.4 A card, but not a **Coles Pay Tag** can also be used, subject to 4, to obtain credit from **us** to pay out **credit contracts** with credit providers, including **us** or **our** related entities.

#### 2.5 **You** are liable to **us** for the amount of a **purchase, cash advance, cash equivalent transaction or a balance transfer** from the date **we** assign to the transaction in accordance with 4.6.1, and the credit **we** provide in respect of those amounts is payable in accordance with this **credit contract**.

#### 2.6 For any transaction, if the **card** is used in conjunction with the **PIN** or **password**, the transaction is treated as being made or authorised by **you**. See Part H on how **you** may dispute an **unauthorised transaction**.

#### 2.7 If a **card** is used without **your** consent in cases involving an **EFT transaction**, **your** responsibilities are set out in 31 to 36.

#### 2.8 A **card** must be used wholly or predominantly for personal, domestic or household purposes.

#### 2.9 **You** must ensure the chip on a **card** is protected at all times from misuse including tampering, damage, destruction or any form of unauthorised use. Only **you** can use the chip on a **card** for any of the available **services**. **Your card** may be subject to forfeiture if the chip is used by anyone other than **you**.

#### 2.10 If **we** advise **you** that this service is available, **you** may pay bills using the **BPAY® scheme** through the **Online Service Centre** or in any other way that **we** advise **you** in writing.

#### 2.11 In order to use the **BPAY® scheme** **you** must first register for

the **Online Service Centre** and accept the **Online Service Centre** terms and conditions.

- 2.12 Your use of the **BPAY®** scheme is governed by the **credit contract** and the **Online Service Centre** terms and conditions (as varied). You will be given a copy of the **Online Service Centre** terms and conditions when you register for the **Online Service Centre**. If there is any inconsistency between the terms and conditions applying to the **account** and the **Online Service Centre** terms and conditions, the **Online Service Centre** terms and conditions will apply to the extent of that inconsistency.

### 3 The cash advance facility

- 3.1 The **minimum** amount of a **cash advance** may vary between **suppliers** and financial institutions. A daily limit may apply to **cash advances** a **cardholder** may obtain on any day.
- 3.2 Before a **cash advance** is processed, you or any **additional cardholder** may be required by the financial institution to provide identification in accordance with their operating procedures.
- 3.3 We may decline requests for **cash equivalent transactions** or, at any time, impose any condition on **cash equivalent transactions**, at our discretion.
- 3.4 Your **cash advance balance** must not at any time exceed the **cash limit**. We may reduce the **cash limit** at any time at our discretion and without your consent. We may suspend or withdraw the **cash advance** facility at any time.

### 4 Balance transfers

- 4.1 If we make a **balance transfer offer**, you may ask us to effect one or more **balance transfers** for you to pay amounts you owe under a **credit contract** for a **credit card** (including a store or charge **card**) with us or any other person ("**other account**") while that offer is current.
- 4.2 We may accept or decline your request for a **balance transfer** or, at any time, impose any condition on a **balance transfer** (including in the **balance transfer offer**), in our discretion.
- 4.3 Without limiting 4.2, we may refuse to accept a **balance transfer** unless:
- (a) you are the primary **cardholder** and liable for both this **account** and the **other account**;
  - (b) the **other account** is of a type in relation to which we ordinarily accept **balance transfers** (for example we do not accept **balance transfers** from other Coles MasterCard or

Coles Group Card™ accounts, or credit cards issued outside Australia);

- (c) you comply with any conditions we specify in relation to the **balance transfer**, including in the **balance transfer offer**;
  - (d) you properly authorise the **balance transfer**;
  - (e) you provide all information reasonably requested by us to effect the **balance transfer**; and
  - (f) the **balance transfer** will not result in your **credit limit** being exceeded.
- 4.4 You should continue to make any required payments to any account from which you transfer a **balance** until you receive a statement confirming that the account has been credited. We will not be liable for any overdue payment or interest incurred.
- ### 5 Can additional cards be issued?
- 5.1 We may issue an **additional card** to anyone over the age of 16 that you nominate. You authorise an **additional cardholder** to operate the **account** in every way you are able to and each use of such a **card** is subject to the **credit contract**.
- 5.2 You will be liable for any use of a **card**, and any breach of the **credit contract**, by a **cardholder**. However, you will not be liable if the **additional cardholder's** right to use the **card** was previously withdrawn in accordance with 5.3.
- 5.3 An **additional cardholder's** right to use a **card** will be withdrawn (and the **card** cancelled) when:
- (a) you have notified us you want that to happen; and
  - (b) we have received the **card**.
- 5.4 If we have received notice that you want an **additional cardholder's** permission to use a **card** to be withdrawn but we have not yet received the **card**, you will only be liable for amounts that relate to transactions that are processed without first being authorised by us.

### 6 Card features

- 6.1 If you request and we agree, we may change the features applicable to the **card** or **cards** issued on your **account**. To do this, we may:
- (a) issue replacement **cards**, in which case the change will take effect from the date you activate your new **card**; or
  - (b) treat your existing **account** as having the new or varied features, in which case the change will take effect from the date we process the change to the features of your **account**.
- 6.2 If we send you replacement cards pursuant to 6.1, you must destroy any replaced **cards** by cutting them diagonally in

half and disposing of them securely.

6.3 With effect from the **features change date**:

- (a) the annual fee under this **credit contract** will be the annual fee (if any) applicable to an **account** with a **card** having the new or varied features; and
- (b) if previously an annual fee was payable, but as a result of (a), no annual fee will apply, **we** will not charge **you** an annual fee after the **features change date**, however **we** will not refund any annual fee already charged to **your account**; and
- (c) if previously no annual fee was payable, but as a result of (a), an annual fee will apply, the new annual fee will first be charged in accordance with the **financial table** or, if advised a different methodology at the time of the **features change date** and **you** agreed, in accordance with that methodology.

7 **Card ownership, expiry and reissue**

- 7.1 Each **card** is **our** property. **You** must immediately return each **card** to **us** on demand.
  - 7.2 **You** must destroy any **card** when any expiry date on it has passed, when **we** send you a replacement card, or when you wish to dispose of a **card**, by cutting it diagonally in half and disposing of it securely.
  - 7.3 **We** may issue a new **card** to **you** or to an **additional cardholder** at any time. This includes re-issuing a **card** because an existing **card** has reached, or will soon reach, its expiry date, replacing a **card** which has been reported to **us** as a lost or stolen **card** and where a new **card** is issued under 6.1. All such cards are subject to the **credit contract**. **We** reserve the right to reissue or replace a **card**.
- 8 **What is your credit limit?**
- 8.1 Your **credit limit** and **cash limit** is set out in the **financial table**.
  - 8.2 **We** may increase your **credit limit** either generally or for a specified period or until a specified time at your request or with **your** consent in any form required by law.
  - 8.3 **We** may also reduce **your credit limit** at any time without **your** consent.
  - 8.4 Transactions made by **you** or any **additional cardholder** must not exceed the **credit limit** without **our** prior approval. **You** must immediately pay the amount of any excess of the outstanding **balance** on your **account** over your **credit limit**. This obligation applies notwithstanding 13.2(c) and 16. The latter clauses deal with the situation where **you** have not met **your** obligations under this clause.

8.5 Your **cash limit** is set out in the **financial table**.

9 **Statements of account and statement periods**

- 9.1 A **statement of account** will be issued to **you** at a predetermined date each month after the end of each **statement period** unless the law says **we** do not have to.
- 9.2 The period of a **statement period** is determined by **us** but will not exceed 40 days.
- 9.3 Amounts on your **statement of account** will be expressed in Australian dollars.
- 9.4 A **purchase** and a **cash advance** and any other charge incurred in a currency other than United States dollars will be converted into a United States dollar equivalent as at the date it is processed by MasterCard International Incorporated. Those United States dollar equivalents and any **purchase**, **cash advance** or other charge incurred in United States dollars will be converted to an Australian dollar equivalent at **our** discretion by:
  - (a) MasterCard International Incorporated as at the date of processing in the United States; or
  - (b) **us** as at the date of processing in Australia. The relevant fees set out in the **financial table** and 11 will apply.
- 9.5 **You** should check all entries on your statement of **account**. **You** must report any apparent error or possible unauthorised use of the **account** to **us** immediately, to enable **us** to assist with resolving the issue.

10 **Amounts debited to your account**

- 10.1 Your **account** will be debited with, and **you** agree to pay to **us**:
  - (a) the amount of each **purchase**;
  - (b) the amount of each **cash advance**;
  - (c) the amount of any **cash equivalent transaction**;
  - (d) the amount of each **balance transfer**;
  - (e) interest calculated under 20, 21, 22 and 23;
  - (f) fees and charges described in 11.1; and
  - (g) any other amounts owing under the **credit contract**.
- 10.2 **You** agree that:
  - (a) the amount shown on a sales voucher or any other evidence of a **purchase** is sufficient evidence of the **purchase** and the amount of the **purchase**;
  - (b) the amount shown on a **cash advance** voucher or any other evidence of a **cash advance** is sufficient evidence of the **cash advance** and the amount of the **cash advance**;
  - (c) the amount shown on a **cash equivalent transaction** voucher or any other evidence of a **cash equivalent transaction** is sufficient evidence of the **cash equivalent transaction** and the amount to be debited to **your account**



in respect of the **cash equivalent transaction**;

(d) the amount shown on a **balance transfer** voucher or any other evidence of a **balance transfer** is sufficient evidence of the **balance transfer** and the amount of the **balance transfer**; and

(e) the above applies regardless of whether the voucher or other evidence is signed by a **cardholder**.

10.3 For the purposes of 10.2, the voucher or other evidence of a matter or amount will not be sufficient evidence of that matter or amount if **you** dispute its accuracy within a reasonable time and it is proven to be incorrect. This clause and 10.2 do not limit any rights **you** have to dispute a transaction in the way described in Part H.

## Part C: Information of Fees and Charges

### 11 What fees and charges apply?

11.1 Subject to 12, **you** must pay the following credit, and other, fees and charges:

(a) those described in the **Financial Table** as changed under 6.1 or 12.1;

(b) those imposed under 12.2 as changed under 12.1;

(c) a cross-border assessment fee, set by MasterCard International Incorporated (the fee is equivalent to an additional 0.8% of any non-Australian dollar denominated transaction amount, not including the **currency conversion** assessment fee or **international transaction** fee (if any)) where, in respect of a transaction, MasterCard International Incorporated designates the **supplier** to be located in a country other than Australia. This fee is paid to MasterCard International Incorporated. The fee will be included with the transaction amount when it appears on **your** statement;

(d) a **currency conversion** assessment fee, set by MasterCard International Incorporated (the fee is equivalent to an additional 0.2% of the **currency conversion** rate applied to the amount of the transaction) when any non-Australian dollar denominated **purchase, cash advance, cash equivalent transaction** or other charge is converted to Australian dollars (as of the date they are processed by MasterCard International Incorporated, using a rate determined by MasterCard International Incorporated). This fee is paid to MasterCard International Incorporated.

The fee will be included with the converted transaction amount when it appears on **your** statement;

(e) an amount equivalent to government charges and duties on receipts received, or withdrawals made, in connection with **your account**, the amount of which is calculated in

accordance with relevant legislation;

(f) where for GST purposes **we** made a taxable supply to **you**, **you** must pay, in addition to any GST-exclusive consideration for that taxable supply, an additional amount to be calculated by multiplying that GST exclusive consideration by the prevailing GST rate; and

(g) reasonable enforcement expenses reasonably incurred by **us** in enforcing the **credit contract**, including enforcement expenses reasonably incurred by the use of **our** staff and facilities (these expenses are payable on demand).

### 11.2 Any fee or charge payable by you:

(a) will be debited to **your account** at the time stated in the **Financial Table** or when it is due and payable by **you** or when **we** incur it (whichever is earlier); and

(b) is not refundable once debited or paid (including if **you** later make a request to change the features applicable to **your card**).

### 12 Can fees and charges change or new ones be introduced?

The amount, frequency or time for payment of a fee or charge may change or a new fee or charge may be imposed under the **credit contract**. **You** will be informed of this change or the new fee or charge under 12.3, 12.4 and 12.5.

12.1 The amount, frequency or time for payment of a fee or charge under the **credit contract** may be changed by **us** at any time.

12.2 **We** may also impose new fees and charges in connection with:

(a) the **credit contract**;

(b) the use of a **card**;

(c) any transaction concerning the **account**; or

(d) the provision of credit by **us** to **you** under the **credit contract**.

12.3 Subject to 12.5, **we** will notify **you** of a unilateral change by **us** in the amount of a fee or charge or a new fee or charge by:

(a) giving **you** particulars in writing (including by email in certain circumstances where you have consented to receive a relevant disclosure electronically) or

(b) advertising the change in a newspaper circulating throughout Australia, at least 20 days before the change takes effect. If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement is sent to **you** after the change takes effect.

12.4 Subject to 12.5, **we** will also give **you** particulars in writing of any unilateral change by **us** in the frequency or time for

payment of a fee or charge no later than 20 days before the change takes effect.

- 12.5 **We** need not give **you** notice under 12.3 and 12.4 if the change reduces **your** obligations or extends the time for payment. In that case **we** may instead advise **you** of the change before or when the next statement of **account** is sent to **you** after the change takes effect.

## Part D: Payments

### 13 What is the minimum amount you must pay for each statement period?

- 13.1 **Your** statement of **account** for a **statement period** will set out the minimum amount payable for that **statement period**, how **you** may pay it and by when it must be paid.
- 13.2 That amount will consist of:
- (a) **your minimum monthly payment** - this amount is payable by the **due date** shown on the relevant **statement of account**;
  - (b) any **overdue amount** - this amount is payable immediately;
  - (c) any **overlimit amount** - this amount is payable immediately; and
  - (d) any other amount due under the **credit contract** which is payable on demand (such as enforcement expenses under 11.1(g)).
- 13.3 A payment must be in Australian dollars. The amount or frequency or time for payment, or the method of calculation of payments, may change under the **credit contract**. **You** will be informed of the change under 13.4 and 13.5.
- 13.4 **We** may change at any time the amount or frequency or time for payment, or the method of calculation, of payments under the **credit contract**. **We** will give **you** notice in writing (including by email in certain circumstances where you have consented to receive a relevant disclosure electronically) of any such change no later than 20 days before the change takes effect.
- 13.5 **We** need not give **you** notice under 13.4 if the change reduces **your** obligations or extends the time for payment. In this case, **we** may instead advise **you** of the change before or when the next statement of **account** is sent to **you** after the change takes effect.

### 14 How is the minimum monthly payment and the closing balance calculated?

- 14.1 **Your** **minimum monthly payment** for a **statement period** is determined in accordance with the methodology described

in the **Financial Table**.

- 14.2 **Your** **closing balance** in a **statement period** for the purposes of the repayment calculation methodology referred to in 14.1 is the **closing balance** shown on the relevant statement of **account** less:
- (a) any **overdue amount**;
  - (b) any amount referred to in 13.2(d);
  - (c) any outstanding amount for a **purchase** the subject of a **special promotion** if the **special promotion term** has not expired on the relevant **statement date**; and
  - (d) the outstanding balance of any **deferred fees** as at the relevant **statement date**.
- 15 **How is the overdue amount calculated?**  
**Your** **overdue amount** for a **statement period** is any unpaid part of a **minimum monthly payment** due in a **previous statement period**.
- 16 **How is the overlimit amount calculated?**  
**Your** **overlimit amount** is the excess of the **closing balance** at the relevant statement date over **your credit limit**.
- 17 **From when do you get credit for a payment?**  
**We** will give **you** credit for any payment **you** make from and including the date **we** receive the payment or proceeds of the payment. In the case of processing funds paid by cheque this may take up to 5 business days. If **you** use **BPAY** to pay it may take up to 3 business days for **us** to receive and process **your** payment. When any **BPAY payment** is received after the **due date** it may take an additional 3 business days (up to 6 business days in total for **BPAY**).
- 18 **How are payments applied?**
- 18.1 Subject to 17 and 18.2, **we** ordinarily apply a payment in the following order in payment of any unpaid amounts to the extent that the relevant items have been charged to **your** **account** at the time the payment is processed:
- (a) government taxes, duties or charges, enforcement expenses, and any other fees or charges (excluding interest and **deferred fees**), in order of those bearing interest at the lowest to the highest rate;
  - (b) interest debited to **your** **account** relating to the **balance**, each **balance transfer** (in order of commencement date), the **cash advance balance** and the **purchase and charges balance**;
  - (c) **account cover premiums** and other consumer credit insurance premiums which are taken out by **you** through **us** or **our** related entities;



(d) **instalment payments** due in the current, or a previous, **statement period**;

(e) **special promotion purchases** which have a **special promotion term** due to expire in the **statement period** in which the payment is received and any **deferred fees** relating to those **purchases** (in order of expiry date);

(f) the following types of transactions which have appeared on a statement of **account**, in the following order: where relevant, **purchases** which were made using **your Card** (excluding **special promotion purchases** for which the **special promotion term** has not expired); **balance transfers** (in order of commencement date); **cash advances** and **cash equivalent transactions**; **purchases** other than **special promotion purchases**; and **special promotion purchases** which have a **special promotion term** which has expired (in order of expiry date);

(g) the following types of transactions which have not yet appeared on a statement of **account**, in the following order: **balance transfers** (in order of commencement date); **cash advances** and **cash equivalent transactions**; where relevant, **purchases** which were made using **your Card** (excluding **special promotion purchases** for which the **special promotion term** has not expired); and **purchases** other than **special promotion purchases**;

(h) other **special promotion purchases** (and any related **deferred fees**) (in order of expiry date) to the extent not covered above; and

(i) in such order as **we** decide, against all other amounts due by **you** (including against such other amounts as are due by **you** under the credit contract and such amounts as are due by **you** under any other **credit contracts** between **you** and **us**).

18.1A For **accounts** opened before 1 July 2012 18.1 continues to apply. For **accounts** opened from 1 July 2012, this 18.1A applies. If more than one **annual percentage rate** applies to amounts that have appeared on a statement of account we will apply a payment in the following order:

(a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 18.3A for how that agreement may be made);

(b) then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the highest **annual percentage rate**;

(c) then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the next highest **annual percentage rate**, and so on until all amounts to

which an **annual percentage rate** applies have been paid off; (d) then, if there is any part of a payment remaining, we will apply it to pay off amounts to which an **annual percentage rate** applies that have not yet appeared on a statement of account;

(e) then, if there is any part of the payment remaining, we will apply it to pay off the amounts to which a **No Payment- No Interest Promotion** applies (if there is more than one such amount we will pay off the first to expire).

18.2 The effect of making all or part of an **instalment payment** before it is due for payment may be to reduce the **special promotion term**, depending on the amount paid.

18.2A If the same **annual percentage rate** applies to all of the amounts that have appeared on a statement of **account**, we will apply a payment in the following order:

(a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 18.3A for how that agreement may be made);

(b) then, if there is any part of a payment remaining we will apply it to pay off all amounts to which an **annual percentage rate** applies;

(c) then, if there is any part of a payment remaining we will apply it as described in 18.1A (d) and (e).

18.3A Subject to 18.4A and 18.5A, if a **cardholder** makes a **purchase** subject to an **Instalment Interest Free Promotion** then we will have made an agreement with **you** to apply a payment first to any **instalment payment**.

18.4A If **we** make an agreement with **you** to apply a payment first to any **instalment payment**, **you** may pay a greater amount of interest than **you** would otherwise pay. **You** can (at any time) withdraw your request to apply a payment to any **instalment payment**.

18.5A If **you** withdraw your request under 18.4A, **our** agreement with **you** to apply a payment first to any **instalment payment** will come to an end. Any **Instalment Interest Free Promotion** to which the withdrawal of **your** request relates will be taken to have ended on the date that **you** withdraw **your** request and the **standard annual percentage rate** will apply to the relevant amount from the day after that date.

18.6A We may from time to time at our discretion provide the facility for you to pay your account by providing BPAY payment information in your account statement. The provision of this facility is for your personal use only and you must not provide these payment details to any other

person as a means of accepting payment from them. If you do so, in breach of these conditions, you will be subject to any action we may take under the BPAY scheme rules. This may include reversal by us of any payment made to you, without notice, where we are instructed to do so by the paying bank.

## 19 How are refunds processed and applied?

- 19.1 We process refunds for goods or **services** returned to a **supplier** with effect from and including the date which the **supplier** informs **us** was the date that the return was made.
- 19.2 We will apply a refund in such order as **we** decide against all amounts due by **you**.

## Part E: Interest

### 20 When will interest not be charged on purchases, general fees and relevant amounts?

- 20.1 Subject to 20.2 and 20.3, **we** do not charge interest on a **purchase** which is not a **special promotion purchase**, on a **general fee** or on a **relevant amount**, if:
- (a) **you** pay the full **closing balance** (if any) for the **previous statement** by the **due date** of the **previous statement**; and
  - (b) **you** pay the full **closing balance** shown on the **listing statement** by the **due date** for the **listing statement**.
- 20.2 Subject to 20.3, if the **closing balance** shown on a statement of **account** is not more than \$5, **we** do not charge interest on that **closing balance** during the **statement period** after that to which the statement of **account** relates.
- 20.3 For the purposes of 20.1 and 20.2 **we** assume:
- (a) the **closing balance** is reduced by any outstanding amount relating to a **special promotion purchase** and any **deferred fee**, but in each case only if the relevant **special promotion term**:
    - has not expired; and
    - is not due to expire during the **statement period** after the **statement of account** to which the **closing balance** relates, but the **closing balance** does include any **instalment payment** which is payable by the **due date** for the statement of **account** to which the **closing balance** relates; and
  - (b) the **closing balance** includes any **overdue amount**, any **overlimit amount** and any amount referred to in 13.2(d).
- 20.4 **We** do not charge interest on **account cover premiums**. (**We** charge interest on other insurance premiums subject to 20.1 to 20.3).

### 21 How is interest on the purchase and charges balance calculated?

- 21.1 Subject to 21.2, 21.3 and 21.4, **we** charge interest on the

**purchase and charges balance** on a daily basis by applying the relevant current daily percentage rates for **purchases** (which is the relevant current **purchases annual percentage rate** divided by 365) to the relevant part of the **purchase and charges balance** at the end of each day.

- 21.2 **We** charge interest on the **Card balance** on a daily basis by applying the relevant current daily percentage rate for **purchases** made using your **Card** (which is the relevant current **Coles Group Card annual percentage rate** divided by 365) to the relevant part of the **Card balance** at the end of each day.

### 21.3 If a purchase is:

- (a) the subject of a **No Payment - No Interest Promotion** interest will only apply to that **purchase** from the day after the end of the relevant **special promotion term**;
- (b) the subject of a **Conditional Interest Promotion** - interest will only apply to that **purchase** if the amount of the **purchase** is not paid in full by the end of the **special promotion term**; and
- (c) the subject of an **Instalment Interest Free Promotion** interest will only apply to that **purchase** from the day after the end of the **special promotion term**.

- 21.4 **We** will not charge interest on a **purchase**, a **general fee** or a **relevant amount** to the extent 20 applies.

### 22 How will interest on cash advance balance be calculated?

- 22.1 **We** charge interest on the **cash advance balance** on a daily basis by applying the current daily percentage rate for cash (which is the current **cash annual percentage rate** divided by 365) to the **cash advance balance** at the end of each day.

### 23 How will interest on balance transfers be calculated?

- 23.1 During each day of its **special promotion term**, **we** charge interest on a **balance transfer balance** by applying the relevant daily percentage rate (which is the applicable **balance transfer annual percentage rate** set out in the Financial Table or the **balance transfer offer** divided by 365) to the outstanding **balance transfer balance** at the end of each day.
- 23.2 **We** will charge interest on an **expired balance transfer balance** by applying the current daily percentage rate for **balance transfers** (which is the **standard annual percentage rate** divided by 365) to the outstanding **expired balance transfer balance** at the end of each day.
- 23.3 **We** will only include the balance of a **balance transfer** and any interest charged on it in the **expired balance transfer**

**balance** from the expiry of the **special promotion** term, or if there is no **special promotion term**, from the later of the date assigned to that amount in accordance with 46.3, or the opening date of the **listing statement** for that amount.

#### 24 Can an annual percentage rate change?

An **annual percentage rate** may change under the **credit contract**. You will be informed of the change under 24.2 and 24.3.

24.1 We may change an **annual percentage** rate at any time.

24.2 If we increase an **annual percentage rate** we will notify you of the change by:

- (a) giving you particulars in (including by email in certain circumstances where you have consented to receive a relevant disclosure electronically) writing; or
- (b) advertising the change in a newspaper circulating throughout Australia, no later than the day the change takes effect.

24.3 If we give you newspaper notice we will also notify you of the change before or when the next statement of **account** is sent to you after the change takes effect.

24.4 We may not change:

- (a) an **annual percentage rate** applying to a **purchase** that is subject to a **special promotion** during the **special promotion** term.
- (b) a **balance transfer annual percentage rate** during the **special promotion** term if we have accepted your **balance transfer** request under 4.2.

#### 25 How frequently will interest be debited?

25.1 Interest will be debited monthly to your **account** as at the last day of each **statement period**. Subject to 25.2, 25.3, 25.4 and 46, it will be calculated for each day of the relevant **statement period**, and may include adjustments relating to prior **statement periods**.

25.2 Interest charges on a **purchase** (which is not a **special promotion purchase**), a general fee or a relevant amount will first be debited to your **account**:

- (a) if you have made payment in accordance with 20.1 (a) on the last day of the **statement period** after the **statement period** for the **listing statement**; or
- (b) otherwise - on the last day of the **statement period** for the listing statement. In each case, interest charges on the **purchase, general fee** or **relevant amount** will continue to be debited to your **account** on the last day on each subsequent **statement period** until the **statement period** in which the amount is repaid in full.

25.3 Interest charges on each amount contained in the **cash advance balance**, the **balance transfer balance** or the **expired balance transfer balance** will first be debited to your **account** on the last day of the **statement period** for the **listing statement** and will continue to be debited to your **account** on the last day on each subsequent **statement period** until the **statement period** in which the amount is repaid in full.

25.4 If a **purchase** is a **special promotion purchase**, interest on that **purchase** will only be debited to your **account** once the **special promotion** term ends (although if the **purchase** is the subject of a **Conditional Interest Promotion**, interest may arise during the **special promotion** term in accordance with 21.3(b).

#### 26 How will you know what the interest is for a statement period?

The interest debited in a **statement period** will be shown on your statement of **account** for that **statement period**.

#### 27 Do we charge interest on any interest or on fees and charges?

We charge interest on interest and on all other fees and charges (except for **non-interest bearing fees** and **account cover premiums**) in accordance with 21 to 23.

### Part F: Special Promotions

#### 28 How do special promotions work?

28.1 We may, on conditions we specify, at any time make available a **special promotion** allowing a term of up to 72 months for an eligible **purchase** ("**special promotion term**") during which, subject to 21.2:

- (a) no interest will accrue on that **purchase** and no **minimum monthly payment** need be made in respect of that **purchase** ("**No Payment - No Interest Promotion**"); or
- (b) no **minimum monthly payment** need be made in respect of that **purchase** but on which interest will accrue in accordance with 21.3(b) ("**Conditional Interest Promotion**"); or
- (c) no interest will accrue on that **purchase** and payments must be made by specified instalments ("**Instalment Interest Free Promotion**").

28.2 If we make available a **special promotion** we will specify, by notice at the selected **supplier's** premises or otherwise:

- (a) the eligible **purchases**;
- (b) the period during which an eligible **purchase** must be made for it to be the subject of the **special promotion**;
- (c) the length of the relevant **special promotion term**

(which might, for example, be one or more months from the date of **purchase** or be between the date of **purchase** and a specified end date); and  
(d) any other applicable conditions (such as eligible **suppliers** or a condition relating to a deposit), and each **special promotion** will be subject to those conditions as well as the **credit contract**.

- 28.3 Subject to 18.5A, if a **cardholder** makes a **purchase** subject to a **special promotion** then the relevant **special promotion term** commences on the date on which the **purchase** is made and expires at the end of the applicable term.
- 28.4 Unless in **our** discretion **we** choose to do so, **we** will only treat an eligible **purchase** as subject to a **special promotion** if the **cardholder** nominates that **purchase** accordingly at the time the eligible **purchase** is made.
- 28.5 If **we** exercise any of **our** rights under 29.1 or 30.1(a) then any **special promotion term** applying to a **special promotion purchase** at the relevant date will be taken to have ended on the date that **we** exercise those rights or close **your account** (as the case may be).

## Part G: Defaults, cancellation or suspension of the card and closure of the account

### 29 What happens on default?

- 29.1 If **you** are in default and subject to any applicable law (such as consumer credit legislation) **we** may:
- (a) require payment in full of the unpaid **balance** of the **account** (in which case that amount is due and payable by **you** immediately or as soon thereafter as is permitted by any applicable legal provision or requirement); and
  - (b) require the immediate return of all cards (in which case **you** must immediately return all cards to **us**).
- 29.2 **You** are in default if:
- (a) **you** breach any term of the **credit contract**; or
  - (b) any information **you** give **us** in connection with applying for the **account** or assisting **us** with assessing **your** ability to repay any credit **we** make available to you, is false or misleading. Enforcement expenses arising under 11.1(g) may become payable under the **credit contract** in the event of a breach.

### 30 When can a card be suspended or cancelled or an account closed?

- 30.1 **We** may unilaterally, or on **your** request, and in both cases at **our** discretion:
- (a) close an **account**; or

(b) suspend **your credit limit** or the use of a **card**, cancel a **card** or retain a **card** presented to a supplier. Note: As an example, **we** may close your account or suspend **your** use of a **card** if **you** have not used **your account** for an extended period of time. In the case of a suspension, **you** may call **us** to request that the suspension be removed.

- 30.2 After the **account** is closed, **you** must ensure that the **cards** are no longer used. A **card** may be rejected if the **account** is closed. Upon receiving notice of that closure, **you** must immediately return all **cards** to **us**.
- 30.3 If the use of a **card** is suspended the relevant **cardholder** must not use the **card** for the period of suspension. If a **card** is cancelled the **cardholder** must not use the **account** with that **card**.
- 30.4 If the **account** is closed or a **card** is cancelled **you** must cancel any periodical debits authorised to be made to the **account** or against the **card** by direction to the relevant **supplier**.
- 30.5 Suspension, cancellation or closure does not affect any of **your** obligations, or those of any other **cardholder**, in respect of the **account**. For example, if a **card** is used by a **cardholder** in contravention of 30.2 or 30.3, **you** will still be liable for those transactions.

## Part H: General Conditions

### 31 Looking after Your Card

- 31.1 **You** must ensure that a **cardholder** informs **us** immediately if their **card** or **PIN** or **password** has been misused, lost or stolen by calling **our** lost and stolen cards hotline on 1800 005 809. **We** must be given all the information that **you** or the **cardholder** have or can reasonably obtain regarding the loss, theft or unauthorised use.
- 31.2 **You** must ensure that **cardholders** comply with the following:
- (a) where a **cardholder** has a **card**, **PIN** or **password**, the **cardholder** must:
    - (i) not voluntarily give or disclose details of the **card**, **PIN** or **password** to anyone including a family member or friend;
    - (ii) not act with extreme carelessness in failing to protect the security of the **PIN** or **password**; and
    - (iii) not record the **PIN** on the **card**, or on articles liable to loss or theft simultaneously with the **card** or record the **password** on one or more articles which are liable to loss or theft simultaneously (without making a reasonable attempt to protect the security of the record); and
  - (b) where **we** allow the **cardholder** to select a **PIN** or **password**, the **cardholder** must not select:



- (i) a numeric code which represents the **cardholder's** birth date; or
- (ii) an alphabetical code which is a recognisable part of the **cardholder's** name. Any act by the **cardholder** contrary to 31.2(a) or (b), may mean that **you** are liable for losses caused by **unauthorised transactions** caused by a breach of the security of the **password, PIN or card**.

### 31.3 **Cardholders** must:

- (a) sign the **card**, except for a **Coles Pay Tag** immediately upon receiving it;
- (b) look after the **card** at all times so as to minimise the risk of losing it or allowing it to be used by someone else and report any loss, theft or misuse of it in accordance with 31.1;
- (c) look after the **PIN** or any **password** at all times so as to minimise the risk of losing it or allowing it to be used by someone else. For instance:
  - do not write the **PIN** or **password** on the **card**;
  - do not keep the **PIN** or **password** near the **card** in a disguised form, such as a telephone number;
  - when a **PIN** or **password** is selected, do not select a numeric sequence which represents the **cardholder's** date of birth, or an alphabetical sequence which is a recognisable part of the **cardholder's** name;
  - do not tell the **PIN** or **password** to anyone else (including any family or friends);
  - if the **PIN** or **password** becomes known to someone else, **you** must tell **us** immediately by calling **us** on any telephone number that **we** tell **you** to use from time to time; and
- (d) use electronic equipment in a way which minimises the risk of someone obtaining unauthorised access to **your account**. For instance:
  - use electronic banking terminals quickly;
  - remember to take the **card**, receipt and cash from the location of an **electronic banking terminal** after use;
  - when using a telephone to contact us, make sure no-one can overhear **you** say **your password** or other alternative identification details.

### 31.4 For **cardholders** issued with a **Coles Pay Tag** you must ensure that the **Coles Pay Tag**:

- (a) is attached firmly on a flat, non-porous surface in a manner which allows unimpeded detection by a **PayPass** enabled reader;
- (b) is not attached to any other **card**; and
- (c) is not placed on or near a near field communication payment token or device other than a **PayPass** enabled

reader for the purposes of making a **PayPass** payment.

### 32 **Who pays for unauthorised transactions which are not EFT transactions?**

32.1 **Your** liability for all **unauthorised transactions** on a **card** which are not **EFT transactions** arising from a particular misuse, loss or theft is limited to the lesser of (unless 32.2 or 32.3 applies):

- (a) \$0; or
- (b) the amount of the available credit at the time **we** are notified of the misuse, loss or theft of the **card**; or
- (c) the actual loss at the time **we** are notified of the misuse, loss or theft of the **card**.

32.2 If **you** have contributed to the loss resulting from **unauthorised transactions** which are not **EFT transactions** by not ensuring a **card** has been signed by the **cardholder** immediately when the **cardholder** first receives the **card**, **you** are liable for the actual losses which are not **EFT transactions** that occur before **we** are notified that the **card** has been misused, lost or stolen.

32.3 **You** will also be liable for all **unauthorised transactions** between the time:

- (a) when a **cardholder** became aware (or ought reasonably to have become aware) of the misuse, loss or theft of their **card**; and
- (b) when **we** are notified under 31.1 of that event.

### 33 **Additional conditions for EFT transactions**

Where **you** or any **additional cardholder** want to use a **card** for the purposes of an **EFT transaction** through a financial institution or merchant **you** or any **additional cardholder** must comply with the conditions of use imposed by the financial institution or merchant as the case may be, including their withdrawal and transaction limits.

### 34 **When you are not liable for certain unauthorised transactions which are EFT transactions.**

**You** are not liable for losses resulting from **unauthorised transactions** which are **EFT transactions**:

- (a) caused by fraudulent or negligent conduct by **us**, a **supplier** or company involved in networking arrangements (including the employees or agents of such organisations); or
- (b) relating to a forged, faulty, expired or cancelled **card** or **PIN** or **password**; or
- (c) that arise from transactions that require the use of:
  - (i) a **card** before the **card** has been received by **you**; or
  - (ii) **PIN**, before the **PIN** has been received by **you**; or
  - (iii) a **password** before the **password** has been selected by

**you**; or

(d) caused by the same transaction being incorrectly debited more than once to the **account**; or

(e) occurring after **we** are notified that a **card** has been misused, lost or stolen, or that security of a PIN or **password** has been breached; or

(f) where it is clear that any **cardholder** has not contributed to such losses; or

(g) to the extent **we** are able to recover amounts by exercising any relevant rights **we** have against a **supplier**.

### **35 Some cases when you are liable for unauthorised transactions which are EFT transactions**

35.1 Subject to 34 and 35.2, **you** are liable for losses resulting from **unauthorised transactions** which are **EFT transactions** where any **cardholder** contributed to the losses:

(a) through fraud or a **PIN** or **password security breach**; or

(b) through unreasonably delaying notifying **us** of the misuse, loss or theft of a card, or the breach of the security of a **PIN** or **password**; and

(c) if clause 35.1(a) applies, until **we** are notified that a **card** has been misused, lost or stolen, or that security of a **PIN** or **password** has been breached; and

(d) if clause 35.1(b) applies, from the time when a **cardholder** became aware (or, in the case of loss or theft, should reasonably have become aware) of the misuse, loss or theft, until **we** are notified that a **card** has been misused, lost or stolen, or that security of a **PIN** or **password** has been breached.

35.2 **You** are not liable under clause 35.1 for:

(a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limits notified to **you**; and

(b) that portion of the losses incurred in a period which exceeds any other periodic transaction limits applicable to that period notified to **you**; and

(c) that portion of the total losses incurred on the **account** which exceeds the **credit limit**.

### **36 Limitation on liability for certain unauthorised transactions which are EFT transactions**

Except as otherwise provided under 34 and 35 **your** liability for losses resulting from **unauthorised transactions** which are **EFT transactions** and require use of a **PIN** or **password** to perform the **unauthorised transaction** is limited to the lower of:

(a) \$0; or

(b) the outstanding balance immediately following the **unauthorised transaction**; or

(c) the amount of losses incurred until **we** are notified (where relevant) that a **card** has been misused, lost or stolen, or the security of a **PIN** or **password** has been breached, excluding that portion of the losses which exceed any applicable daily or other periodic limit or the **credit limit**.

### **37 Complaint handling**

If **you** have any query or complaint concerning **EFT transactions** on **your account**:

(a) **you** must notify **us** of any such query or complaint by calling **us** on any telephone number or writing to **us** at any address that **we** tell **you** to use from time to time;

(b) **you** must give **us** all information **we** request to help **us** resolve **your** query or complaint; and

(c) if **we** are unable to resolve **your** query or complaint immediately, **we** will write to **you** to let **you** know **our** procedures for investigating it.

### **38 Some cases when we are not liable**

If **we** are a linked credit provider of a **supplier** under consumer protection or consumer credit legislation, **you** may have rights against **us** in relation to goods or **services** which are the subject of a **purchase**. Subject to those rights, and any other applicable law, **we** are not responsible or liable:

(a) if a **supplier** or other person refuses to accept or honour any **card**; or

(b) for any defect or deficiency whatsoever in respect of any goods or **services** (for example, with respect to the quality of any goods or **services** or their fitness for any purpose).

### **39 We may act on your instructions**

**You** acknowledge that, subject to the **credit contract**, **we** may act on **your** written or oral instructions or those of any additional **cardholder**.

### **40 You must advise us of a change in contact details**

**You** must notify **us** promptly of any change in **your** name, address or telephone number.

### **41 Compliance with legislation**

**We** will comply with all applicable legislation and regulations in relation to notices and other time periods under the **credit contract**.

### **42 Changes to the credit contract**

In addition to the changes to fees and charges, payments



and **annual percentage rates** referred to in 12, 13 and 24, **we** may change any other term of the **credit contract** and will give **you** notice of any such change as required by relevant legislation.

#### 43 Is it possible for credit contract terms to be waived?

**We** may waive any term in the **credit contract** in whole or in part on any terms **we** specify. A waiver has no effect unless it is in writing by **us** or on **our** behalf unless **we** determine otherwise. A waiver applies only to the particular case, and to the particular condition, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **credit contract**.

#### 44 Access to information

**You** authorise an **additional cardholder** to access any information relating to the **account** and agree **we** may provide that information at **our** discretion. That information might, without limitation, include:

- (a) the outstanding **balance** on the **account**;
- (b) the amount of the available credit on the **account**;
- (c) the **due date** for any **statement period**; and
- (d) details of any transaction on the **account** by any **cardholder** or other person.

#### 45 Notices

45.1 A notice from you to us must be in writing or in the case of terminating the contract, by calling us.

45.2 In addition to giving notice to **us** in any other way permitted by law, if **you** wish to give **us** a notice **you** may send it by post or leave it at GPO Box 236E, Melbourne, Victoria 3001. If **we** wish to give **you** a notice we must provide it in writing which may include.

- (a) deliver it personally to **you**; or
- (b) give it in a newspaper if that is not prohibited by law
- (c) leave it at, or send it by post, facsimile or similar facility to the address that **you** have nominated to **us** in writing or otherwise the address of **your** place of residence last known to **us**; or
- (d) subject to **us** obtaining **your** consent:
  - (i) email it to the email address that **you** have nominated to us;
  - (ii) make it available for retrieval by **you** when **you** next access **your Online Service Centre** account. If **we** give **you** notice in this manner, **we** will send **you** an email to tell **you** that the notice is available for retrieval.

45.3 **We** can also give **you** notice in any other way permitted by law (such as consumer credit legislation).

45.4 **We** do not have to give **you** notice where any law (such as consumer credit legislation) relieves **us** from an obligation to give a notice or other document to you.

#### 46 Effective dating and adjustments

46.1 **We** may assign any date **we** consider appropriate to a debit or credit to **your account** but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If **we** do this **we** may make consequential adjustments (for example to interest).

46.2 **We** may subsequently adjust a debit or credit to the **account** so as to accurately reflect the legal obligations of **you** and **us** (for example, because of an error or a dishonour of a cheque). If **we** do this **we** may make consequential adjustments (for example to interest).

46.3 However, an amount contained in the **purchase and charges balance** (excluding a **special promotion purchase**), the **cash advance balance**, a **balance transfer balance** or the **expired balance transfer balance** will only be included in the relevant **balance** from the later of:

- (a) the date assigned to that amount in accordance with 46.1; or
- (b) the opening date of the **listing statement** for that amount.

#### 47 Some cases in which we may be liable

47.1 Subject to 47.2 **we** will be responsible to **you** for loss caused by the failure of **our** equipment or systems to complete a transaction accepted by **our** equipment or systems in accordance with a **cardholder's** instructions.

47.2 If **our** equipment or systems malfunction, and a **cardholder** should have been aware that the system or equipment was unavailable for use or malfunctioning, **our** liability for consequential damage that may arise as a result of a malfunction is limited, to the extent permitted by law, to the correction of any errors in the **account**, and the refund of any charges or fees imposed as a result of those errors.

#### 48 Interpretation

These definitions apply:

**account** means **your** Coles MasterCard® **account** with us.

**account cover premium** means premiums debited to **your account** in relation to consumer credit insurance referred to as "**Account Cover Plus**" and which is taken out by **you** through us.

**additional cardholder** means a person issued a **card** under 5.

**annual percentage rate** means, subject to change under

24, each of the **purchases annual percentage rate**, the **standard annual percentage rate**, the **cash annual percentage rate**, the introductory **balance transfer annual percentage rate**, and any **special promotion balance transfer annual percentage rate**.

**ATM** means an automatic teller machine.

**balance transfer** means a transaction under which **you** ask **us** to debit the **account** with an amount **you** specify and to pay that amount to **us** or another **card** issuer or financial institution for the credit of **your** specified **account** with **us** or that **card** issuer or financial institution made pursuant to a **balance transfer offer**.

**balance transfer annual percentage rate** means for a **balance transfer**, subject to change under 24, the rate by that name which applies to that **balance transfer** during the **special promotion term** as set out in the **Financial Table** or the **balance transfer offer** as applicable.

**balance transfer balance** means subject to 46.3, for a **balance transfer** at any time during its **special promotion term**, the outstanding **balance** of that **balance transfer**, and any interest debited to **your account** in respect of that **balance transfer**, or on any such interest.

**balance transfer offer** means the offer made by **us** and accepted by **you** in accordance with its terms in relation to **balance transfers** from time to time.

**BPAY payment** means a payment from **your account** made through the **BPAY scheme**.

**BPAY scheme** means the **payment** scheme promoted by BPAY Pty Ltd ABN 69 079 137 518

**Card** means any **Credit Card**, token or document, including a **Coles Pay Tag** that may be issued at our discretion, that entitles **you** or any other person to **use the account** and that is issued on the **account**.

**card start date** means:

- (a) if **we** issue **you** a temporary shopping **card** in connection with **your** first request for a Mastercard **card**, the date **we** give **you** the temporary shopping **card**; or
- (b) otherwise, the date **you** activate **your** first MasterCard **card** in accordance with **our** procedures from time to time (eg. **we** may require **you** to telephone **us** to confirm delivery).

**cardholder** means a person to whom a **card** has been issued (including **you**) and each person using the **account** with their specific or implied consent.

**cash advance** means cash obtained under 2.1(b), and includes a **BPAY** payment where the **Online Service Centre** terms and conditions state that the transaction is to be

treated as a **cash advance** and a cash withdrawal of any amount from any credit **balance** on the **account**. **cash advance balance** means subject to 46.3, at any time the total of the amount outstanding under the **credit contract** for:

- credit provided for **cash advances** or **cash equivalent transactions**;
- cash fees debited to **your account**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of the above interest.

**cash annual percentage rate** means, subject to change under 24, the rate by that name which is described or disclosed in the **Financial Table**.

**cash equivalent transaction** means:

- (a) a **purchase** of traveller's cheques or money orders;
- (b) a **purchase** of casino gambling chips or tokens;
- (c) a funds transfer debited to **your account** (except **balance transfers**);
- (d) a **purchase** of, or loading of value on, a pre-paid or stored-value **card** or facility; or
- (e) a transaction made through bill payment facilities where the **supplier** or financial institution does not accept direct payment by credit **card** (for example payment of bills through a third party or over the counter at a financial institution); or
- (f) other transactions that **we** notify **you** will be treated as **cash equivalent transactions**.

**cash fees** means any **cash advance** fees, international cash access fee, international counter transaction fees and any **foreign currency fees** relating to a **cash advance** or **cash equivalent transaction**, debited to **your account**

**cash limit** means the maximum amount of credit by way of **cash advances** and any other amounts that are included in the **cash advance balance** available to all **cardholders** in respect of an **account**, and is equal to the **credit limit** unless a different **cash limit** is notified to **you** from time to time.

**closing balance** means, subject to 14.2 and 20.3 the amount owed on the **account** at the end of a **statement period**.

**Coles Pay Tag** means the near field communication adhesive token issued to **you** by **us** containing an embedded device permitting the token to be used at **PayPass** enabled readers, as a **card** and **participating card**.

**Conditional Interest Promotion** has the meaning given in 28.1(b).

**credit contract** means these Conditions of Use and the **Financial Table**.

**credit limit** means the maximum amount of credit available to all **cardholders** in respect of an **account**, as notified to **you** or determined under 8.

**currency conversion** means a conversion of a **purchase**, **cash advance** or other charge incurred otherwise than in Australian dollars to an Australian dollar equivalent as described in 9.4.

**deferred fee** means a **special promotion** fee relating to a **No Payment-No Interest Promotion** or a **Conditional Interest Promotion** where the relevant **special promotion term** has not expired on the relevant day.

**disclosure date** means the **disclosure date** set out in the **Financial Table**.

**due date** means in respect of a **statement period** the last day of the next **statement period**.

**EFTPOS** means an electronic funds transfer at point of sale.

**EFT transaction** means a funds transfer initiated by an instruction given by **you** through electronic equipment and using a method authorised by **us** for use and comprising the use of one or more of **your card**, **PIN**, **password** or any other code or device identifying **you**, but not **your** manual signature where the provision of that signature is the principal intended means of authenticating **your** authority to give the instruction.

**electronic banking terminal** means any authorised terminal or device nominated by **us** in which **you** or an **additional cardholder** can use a **card** and **PIN** and includes any **ATM** and any **EFTPOS** terminal which is nominated by **us**.

**expired balance transfer balance** means subject to 23.3, the outstanding **balance** of:

- all **balance transfers** that were subject to a **special promotion** term which has expired; and
- all **balance transfers** that were not subject to a **special promotion term**; and
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of such interest

**features change date** means the date on which **we** change the features applicable to **your account** under 6.1.

**Financial Table** means the document named "**Financial Table**" included at the front of this Conditions of Use booklet or provided to **you** separately. This document contains a table of relevant financial information relating to **your credit contract**.

**foreign currency fees** means any **currency conversion** assessment fee, cross-border assessment fee or **international transaction** fee charged to **your account** in relation to a **purchase**, a **cash advance** or a **cash equivalent transaction**.

**general fees** means all fees and charges (included in the **Financial Table** or clause 11), which are debited to **your account**, but excluding **cash fees** and **non-interest bearing fees**.

**Instalment Interest Free Promotion** has the meaning given in 28.1(c).

**instalment payment** means a payment due under the terms of an **Instalment Interest Free Promotion**.

**international transaction** means a transaction (including a **purchase**, **cash advance** or **cash equivalent transaction** or other charge) denominated in a currency other than Australian dollars, or a transaction (including a **purchase**, **cash advance** or **cash equivalent transaction** or other charge) where MasterCard International Incorporated designates the **supplier** to be located in a country other than Australia, regardless of whether the transaction is denominated in Australian dollars.

**listing statement** means, with respect to any transaction or amount charged to **your account**, the statement of **account** on which the relevant transaction or amount is first listed.

**listing statement period** means, with respect to a **purchase**, **cash advance**, **cash equivalent transaction** or a **balance transfer**, the **statement period** covered by the **listing statement** for that transaction **minimum monthly payment** means the amount calculated under 14.

**No Payment - No Interest Promotion** has the meaning given in 28.1(a).

**non-interest bearing fees** means any **special promotion**, paper statement fee or any other fee **we** tell **you** is non-interest bearing fee from time to time

**Online Service Centre** means the Internet based service provided by **us** that allows **you** to access **your account** as described in the **Online Service Centre** terms and conditions.

**overdue amount** means the amount calculated under 15.

**overlimit amount** means the amount calculated under 16.

**password** means a **password** which has been selected by **you** for general **account** enquiries and in any other way allowed by **us**.

**PayPass** means the trademarked contactless near field communication payment method owned and operated by

MasterCard International Incorporated.

**PIN** means personal identification number which has been selected by **you** or any additional **cardholder**, or which has been allocated to **you** or any additional **cardholder** by **us** for use with the **card** in any electronic banking terminal.

**PIN or password security breach** means when a **cardholder** breaches any of the requirements of 31.2.

**Previous statement** means, with respect to any transaction or amount charged to **your account**, the statement of **account** before the **listing statement** for that transaction or amount.

**previous statement period** means, with respect to a **purchase, cash advance, cash equivalent transaction** or a **balance transfer**, the **statement period** covered by the previous statement for that transaction.

**purchase** means a **purchase** of goods or services made under 2.1(a), including any insurance premium and includes the amount of such **purchase** but excludes any **cash advance, cash equivalent transaction** or **balance transfer**.

**purchase and charges balance** means, subject to 21.3 and 46.3, at any time the total of the amount outstanding under the **credit contract** for:

- credit provided for **purchases**;
- general fees debited to **your account**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of the above interest.

**purchases annual percentage rate** means, subject to change under 24 the **standard annual percentage rate**.

**relevant amounts** means any interest debited to **your account** which forms part of the **purchase and charges balance**.

**services** includes, without limitation, refinancing a **credit contract**.

**special promotion** means a **No Payment - No Interest Promotion**, a **Conditional Interest Promotion** and an **Instalment Interest Free Promotion**.

**special promotion purchase** means a **purchase** to which a **special promotion** applies at the relevant time.

**special promotion term**:

- in relation to a **purchase**, has the meaning given in 28.1 and if that term would otherwise expire on a date which does not exist then it expires on the next date;
- in relation to a **balance transfer**, is the period (if any)

during which the **balance transfer annual percentage rate** applies to that **balance transfer**, being the period commencing on the day on which that **balance transfer** is debited to **your account** and continuing for the term as provided by the **balance transfer offer**.

**standard annual percentage rate** means, subject to change under 24, the rate by that name which is described or disclosed in the **Financial Table**.

**statement date** is the last day of a **statement period** for the relevant statement of account.

**statement period** is a period determined under 9.2.

**supplier** means a person, company or organisation from whom a **cardholder** obtains goods, **services** or cash.

**unauthorised transaction** means a transaction which is not **authorised** by a **cardholder**, and does not include:  
(a) any transaction carried out by a **cardholder**; or  
(b) anyone performing a transaction with a **cardholder's** knowledge or consent.

**use the account** means use the **account** in any way and includes, without limitation, continuing to **owe** money on, or having a credit **balance** on, the **account**.

**we, us, our** means Wesfarmers Finance Pty Ltd (ABN 58 601 282 455), or on our authority, our Credit Representative Latitude Financial Services Australia Holdings Pty Ltd (ACN 603 161 100).

**you** means the person named as the applicant for an **account** and includes **your** successors and assigns and **your** has a corresponding meaning.

## Information Statement

### **THIS IS A NOTICE WE ARE REQUIRED TO GIVE UNDER THE NATIONAL CREDIT GUIDE.**

Paragraph 16 (1) (b) of the Code regulation 70 of the Regulations

### **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 pre-contractual statement containing certain information about your contract. The pre-contractual 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 calling in or 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 at least 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 the 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 is the Financial Ombudsman Services Australia and can be contacted at 1800 367 287 (1800 FOS AUS), [www.fos.org.au](http://www.fos.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).



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 the ASIC website at <http://www.asic.gov.au>.

## INSURANCE

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

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

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

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

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

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

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

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

## GENERAL

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

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

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

- to delay payments for a set time.

### 15. What if the 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 17.

### 16. Can the 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.

### 17. 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'S CUSTOMER RESOLUTION TEAM ON 1300 306 397 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. 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 IS THE FINANCIAL OMBUDSMAN SERVICES AUSTRALIA AND CAN BE CONTACTED AT 1800 367 287, WWW.FOS.ORG.AU OR AT GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA). PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**



flybuys is a registered trade mark of **Loyalty Pacific**.  
**Loyalty Pacific** is the operator of the flybuys program.

## 1 General Information

These **Terms and Conditions** will apply to **you** if **you** are an individual and **you** are provided with a credit facility under which **you** have been issued with a **Participating Card**. These Terms and Conditions explain how **flybuys Points** are earned by using **your Participating Card**.

**PLEASE NOTE:** You need to have a **flybuys program** membership associated with **your Participating Card** for us to credit **flybuys Points** to that **flybuys Account**. If **you** would like to become a member of the **flybuys program**, please call 13 11 16 or enrol at [www.flybuys.com.au](http://www.flybuys.com.au) Membership of the **flybuys program** is subject to the terms and conditions of the **flybuys program**.

**Please read these Terms and Conditions carefully.** It is your responsibility to read and understand these **Terms and Conditions** prior to **you** or an **Additional Cardholder** using **your Credit Account**. If **you** have difficulty reading or understanding them, please seek help from an interpreter or adviser. **We** recommend that **you** keep these **Terms and Conditions** for future reference.

## 2 Definitions and interpretation

### 2.1 Definitions

In these **Terms and Conditions**:

**Accountholder** means the person in whose name a **Credit Account** is opened;

**Additional Card** means an additional **Participating Card** issued at the request of the **Accountholder** to a third party which is linked to the **Credit Account**, and includes any replacement or reissued cards provided to an **Additional Cardholder**;

**Additional Cardholder** means the person to whom an **Additional Card** is issued;

**Associated Account** means the **flybuys Account** that **you** have told **Wesfarmers Finance** is to be associated with your **Credit Account** from time to time or which **we** have associated under clause 4.2(d).

**Balance Transfer** means a transaction under which **you** ask **Wesfarmers Finance** to debit **your Credit Account** with an amount **you** specify and to pay that amount to **Wesfarmers Finance** or another **card** issuer or financial institution for the credit of **your** specified **account** with **Wesfarmers Finance** or that **card** issuer or financial institution made pursuant to an offer made in writing by **Wesfarmers Finance** and accepted by **you** in

accordance with the terms of that offer from time to time;  
**Bonus Fly Buys Points** means extra **Fly Buys Points** that **you** are entitled to in accordance with promotional or incentive programs offered by **us** from time to time and forms part of the **Fly Buys Points balance**;

**Card** means the **Participating Card** issued by **Wesfarmers Finance** to the **Accountholder** and any **Additional Card** and includes any replacement or reissued card;

**Cardholder** means, in relation to an **Credit Account**, the **Accountholder** and each **Additional Cardholder**;

**Cash Advance** means cash obtained using a **Participating Card** in accordance with the **Participating Card Conditions of Use**;

**Coles** means Coles Supermarkets Australia Pty Ltd.

**Credit Account** means a credit facility that is linked to the **Accountholder's Participating Card**;

**Earn Rate** means the number of **flybuys Points** **you** will be entitled to for each whole dollar value of **Eligible Transactions**, rounded down, posted to **your Credit Account** during the period to which the rate applies.

**Eligible Transaction means:**

(a) If **you** have a Coles MasterCard or Coles Platinum MasterCard (other than any Coles MasterCard (Low Rate) card) to which an annual fee does currently apply (even if the payment of that fee is currently waived for any period or reason), all transactions posted to **your Credit Account** other than **Excluded Transactions**;

(b) If **you** have a Coles MasterCard or Coles Platinum MasterCard to which an annual fee does not currently apply, all transactions posted to **your Credit Account** other than

**Excluded Transactions**;

(c) If **you** have a Coles MasterCard or Coles Platinum MasterCard where the Credit Account was opened prior to 1 February 2012 to which an annual fee does not currently apply, all transactions at **Participating Retailers** which are posted to **your Credit Account** other than **Excluded Transactions**;

(d) If **you** have a Coles MasterCard (Low Rate), all transactions at Coles supermarkets excluding Coles Express and Coles Local which are posted to **your Credit Account** other than **Excluded Transactions**

**Excluded Transactions means:**

(1) **Cash advances**;

(2) purchases of foreign currency, travellers cheques, convenience cheques, casino gambling chips, or telegraphic transfers;

(3) credit fees and charges payable in connection with **your Credit Account**;

- (4) interest charges payable in connection with **your Credit Account**;
- (5) government fees and charges payable in connection with **your Credit Account**;
- (6) transactions **Wesfarmers Finance** decides are disputed or fraudulent or involve abuse of **your Credit Account** or a **Card**;
- (7) transactions **Wesfarmers Finance** decides are wholly or partly for business purposes;
- (8) payments credited to **your Credit Account**;
- (9) purchase transactions refunded or reimbursed as they are posted to **your Credit Account**;
- (10) adjustments resulting from disputed transactions or otherwise; and
- (11) **Balance transfers**;
- (12) Transactions Conducted Via BPAY

**flybuys Account** means the account **Loyalty Pacific** maintains which is associated with the **Credit Account** of the **Accountholder** detailing the number of **flybuys Points** that have been credited to that **flybuys Account** in accordance with the terms and conditions of the **flybuys program**;

**flybuys Point** means a point in the **flybuys program**;

**flybuys program** means the loyalty program of that name operated by **Loyalty Pacific**;

**Loyalty Pacific** means Loyalty Pacific Pty Ltd (ABN 82 057 931 334), the administrator of the **flybuys program**;

**Participating Card** means a Coles MasterCard and a Coles Platinum MasterCard issued to **you** at **your** request and, where the context allows, includes any **Coles Pay Tag**, any **Additional Card** and any replacement or reissued card;

**Participating Card Conditions of Use** means the Conditions of Use of the **Participating Card** held by the **Accountholder**;

**Participating Retailer** means any retailer specified at [www.colesmastercard.com.au/flybuysparticipants](http://www.colesmastercard.com.au/flybuysparticipants) at which **you** can earn **flybuys Points** on **Eligible Transactions** on a Coles MasterCard or Coles Platinum Mastercard.

**Statement of Account** means a statement of account issued by **Wesfarmers Finance** in respect of **your Credit Account**;

**Terms and Conditions** means these Coles MasterCard Loyalty Terms and Conditions.

**Wesfarmers Finance** means Wesfarmers Finance Pty Ltd (ABN 58 601 282 455) or on its authority, Latitude Financial Services Australia Holdings Pty Ltd (ACN 603 161 100) as its Credit Representative.

## 2.2 Interpretation

When interpreting these **Terms and Conditions**, a reference to:

- (a) "these **Terms and Conditions**" means these Coles MasterCard Loyalty Terms and Conditions, as amended from time to time;
- (b) "**we**", "**us**" or "**our**" is a reference to **Wesfarmers Finance** or, where applicable, **Wesfarmers Finance** and **Coles** collectively, together with any of their agents or contractors from time to time;
- (c) "**you**" or "**your**" is a reference to the **Accountholder**;
- (d) a party (other than a reference to a **Cardholder**) is a reference to that party and its successors or assigns;
- (e) words importing the singular include the plural and vice versa; and
- (f) headings are for convenience only and do not affect the interpretation of these **Terms and Conditions**.

## 3 Participation

(a) **You** agree to these **Terms and Conditions** and they become effective as between **you** and **us** when **you** first use the **Participating Card** or the **Credit Account**.

(b) **Your Credit Account** needs to be associated with the account of a member of the **flybuys program** in order for **us** to credit **flybuys Points** to that **flybuys Account**.

(c) Where **we** have identified that **you** are already a member of the **flybuys program**, **we** will automatically link **your Credit Account** to **your flybuys Account** to ensure that **we** credit **your flybuys Account** with **flybuys Points** for all **Eligible Transactions**.

If **we** are not able to identify that **you** are a member of the **flybuys program**, **we** will keep a record of **your** entitlement to **flybuys Points** on **Eligible Transactions**.

If **you** are a member of the **flybuys program**, but are not being credited with **flybuys Points** by us, **you** must provide **us** with **your** flybuys membership number by calling 1300 360 888 or writing to Coles MasterCard Loyalty Service Centre, PO Box 235, Ormond VIC 3204, so **we** can start crediting **flybuys Points** to **your flybuys Account**.

Upon **you** notifying **us** or otherwise identifying a **flybuys Account** as an **Associated Account**, **we** will credit the **Associated Account** with the **Fly Buys Points** **you** were entitled to but which **we** were not able to credit.

(d) Membership of the **flybuys program** is subject to the terms and conditions of the **flybuys program**. The **flybuys program** may have rules dealing with **flybuys Points** that are not able to be credited at the time they are earned because **we** are not able to identify that **you** are a member of the **flybuys program** at that time - for example those **flybuys Points** may be treated for expiry

purposes as though they were credited at the time when they were earned.

#### 4 Earning flybuys Points using your Participating Card

##### 4.1 When do you earn flybuys Points?

(a) Subject to these **Terms and Conditions**, the **Associated Account** will be entitled to **flybuys Points** on **all Eligible Transactions** posted to **your Credit Account**. Once an **Associated Account** is credited **flybuys Points** for a particular **Eligible Transaction**, no person can authorise the crediting of those points to any other **flybuys Account**, unless **Wesfarmers Finance** or flybuys agree.

(b) Subject to the remainder of these terms, the number of **Fly Buys Points** the **Associated Account** will be entitled to on an **Eligible Transaction** is calculated by reference to:

(1) the dollar value of the **Eligible Transaction** (inclusive of any taxes, including any GST, included on the **Eligible Transaction**) indicated in **your Statement of Account**; and

(2) the **Earn Rate** notified to **you** by **us** from time to time for **flybuys Points** for each whole dollar value of **Eligible Transactions**, rounded down, posted to **your Credit Account** during the period to which the notified rate applies. The **Earn Rate** may differ depending upon the type of **Participating Card** that has been issued to **you**.

**We** may increase or decrease the **Earn Rate** that applies for **your** type of **Participating Card** from time to time, including for selected **Eligible Transactions**. Where **we** decrease the **Earn Rate** for any **Eligible Transaction** **we** will give **you** at least 30 days prior notice.

(c) All references to dollars are to Australian dollars. An **Eligible Transaction** in a currency other than Australian dollars will be valued as converted to Australian dollars in accordance with the **Participating Card Conditions of Use**.

(d) The **Associated Account** may also be credited with **Bonus Points** as a result of promotional or incentive programs offered by **us** from time to time. This may include an entitlement to **Bonus Points** for purchasing qualifying goods or services or by making other qualifying transactions by using a **Participating Card** or the **Credit Account**.

The terms of any such promotional or incentive offer will be advertised or notified to selected **Accountholders**.

(e) Any entitlement to **flybuys Points** (including **Bonus Points**) as a result of an **Eligible Transaction** performed by an **Additional Cardholder** will accrue to the **Associated Account** and not to the **Additional Cardholder**.

(f) **We** reserve the right to adjust (retrospectively or otherwise)

**flybuys Points** at **our** absolute discretion in the event of incorrect crediting or debiting of **flybuys Points** whether due to **our** error or for any other reason.

(g) The number of **flybuys Points** accrued under these **Terms and Conditions** will be adjusted to reflect refunds or reimbursements or other credit adjustments to **Eligible Transactions** posted to **your Credit Account**.

(h) Where an entitlement to **flybuys Points** is reversed by **us**, either because of returned purchases, or because the **flybuys Points** were issued in error, or for any other reason under these **Terms and Conditions**, the reversal will be deducted from the total number of **flybuys Points** which the **Associated Account** is entitled to. Where such deduction would result in the **Associated Account's** entitlement reducing below zero, the **Associate Account's** entitlement to **flybuys Points** may be recorded as a negative balance. In these circumstances, any future **flybuys Points** the **Associated Account** is entitled to, will be set off against the negative balance before otherwise being available. If the **flybuys Points** reversed have already been credited to the **Associated Account** then **we** may, at **our** discretion, deduct those **flybuys Points** from that **Associated Account**.

##### 4.2 When are flybuys Points credited to the Associated Account?

(a) **flybuys Points** are credited to the **Associated Account** after **we** notify **Loyalty Pacific**. **Loyalty Pacific** then records a number of **flybuys Points** equivalent to the entitlement under these **Terms and Conditions** in the **Associated Account**. **We** will automatically credit **flybuys Points** to the **Associated Account** by notifying **Loyalty Pacific** on a periodic basis (see clause 4.2(c) below).

(b) The timing of the automatic crediting of **flybuys Points** to the **Associated Account** is at **our** discretion. This will usually be on a daily basis. However, there may be some delay between the time at which the **Associated Account** is entitled to a **flybuys Point** under these **Terms and Conditions** and the time at which the corresponding **flybuys Point** is credited to the **Associated Account** in respect of that **flybuys Point**.

(c) If **we** are not able to identify that **you** are a member of the **flybuys program**, and **you** have not nominated an **Associated Account**, **we** will enrol **you** in the **flybuys Program** and the resulting **flybuys Account** will be the **Associated Account**.

(d) **flybuys Points** credited to the **Associated Account** in accordance with these **Terms and Conditions** can only be dealt with in accordance with the terms and conditions of the **flybuys program**.

### 4.3 Expiry of flybuys Points

The terms and conditions of the **flybuys Program** may specify a period after which unused **flybuys Points** which have been credited to **your flybuys Account** will expire.

## 5 General

### 5.1 Suspension or termination and variation

(a) **We** reserve the right to:

- (1) suspend or terminate the ability to earn **flybuys Points** under these **Terms and Conditions**; and
- (2) vary these **Terms and Conditions** (including to introduce or vary a fee or charge), by giving **you** at least 30 days prior notice.

### 5.2 Notices

(a) **We** may give **you** notice:

- (1) by advertisement in a newspaper circulating throughout Australia; or
  - (2) in writing; or
  - (3) in **your Statement of Account**.
- (b) Where **we** give notice to **you** by post, **you** agree that, unless otherwise stated in these **Terms and Conditions**, the notice is deemed to have been given to you:
- (1) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
  - (2) if it is sent to **your** last known address according to **our** records of **your Participating Card**.

### 5.3 Other times that your entitlement to flybuys Points may be cancelled

(a) If **you**:

- (1) close **your Credit Account** or
- (2) notify **us** that **you** no longer wish to have **flybuys Points** credited to an **Associated Account** under these **Terms and Conditions**; or
- (3) notify **Wesfarmers Finance** that **you** wish to cancel **your Participating Card** and select another card option under **your Credit Account** (that is not a **Participating Card**); or
- (4) The **Associated Account** is cancelled or closed; **we** may discontinue crediting **flybuys Points** which the **Associated Account** is otherwise entitled to.

### 5.4 Errors

(a) If **you** believe that an error has occurred in relation to the entitlement to **flybuys Points** or the crediting of **flybuys Points** to the **Associated Account** under these **Terms and Conditions**, **you** must contact **us** within 60 days of **your** receipt of **your**

**Statement of Account**. **We** may require **you** to confirm in writing, with supporting sales receipts or other evidence, the details of any error **you** believe has occurred.

(b) Any matter related to the entitlement to **flybuys Points** or the crediting of **flybuys Points** to the **Associated Account** under these **Terms and Conditions** will be resolved in **our** sole and absolute discretion, except to the extent that the terms and conditions of the **flybuys program** provide otherwise, regarding any crediting of **flybuys Points**.

### 5.5 Taxation

Any tax, liability or duty arising from **you** holding a **Participating Card** or from any entitlement to **flybuys Points** or the crediting of **flybuys Points** to **your flybuys Account** under these **Terms and Conditions** is **your** responsibility.

### 5.6 Other issues

(a) No failure or delay by **us** in exercising **our** rights under these **Terms and Conditions** constitutes a waiver of those rights. Any waiver by **us** must be in writing and signed by an officer of **Wesfarmers Finance**.

(b) Additional **Cardholders** on **your Credit Account** will not be able to access information about any entitlement to **flybuys Points** or the crediting of **flybuys Points** to **your flybuys Account** under these **Terms and Conditions**, unless an appropriate authority has been completed and recorded by **us** or the **flybuys Program** terms and conditions otherwise allow it.

(c) **You** agree to notify **us** immediately if **you** become aware of any fraudulent or dishonest use of the **Associated Account**.

(d) All questions or disputes regarding the entitlement to **flybuys Points** or the crediting of **flybuys Points** to the **Associated Account** under these **Terms and Conditions**, or as to these **Terms and Conditions** will be resolved by **us** at **our** sole and absolute discretion.

(e) **We** reserve the right not to rely on any term or condition in these **Terms and Conditions** without any notice to you. **We** may exercise any right, power or remedy granted to **us** by these **Terms and Conditions** at **our** sole and absolute discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of that right, power or remedy by **us** does not prevent a further exercise of that or of any other right, power or remedy.



# Coles MasterCard® Insurance Benefits

If **you** are issued with a new **card** on **your** Coles Platinum MasterCard **account**, you are automatically given the Merchandise Protection cover as set out in this booklet. The insurer for Merchandise Protection is Hallmark General Insurance Company Ltd. ABN 82 008 477 647 AFSL 243478.

## CONTENTS

1. How this insurance works .....	49
2. Definitions .....	50
3. <b>Merchandise Protection</b> .....	<b>50</b>
4. Making a claim .....	52
5. If you have a complaint.....	52

### 1. How this insurance works

Hallmark has issued an insurance policy (**the master policy**) to Wesfarmers Finance Pty Ltd (ABN 58 601 282 455), Australian Credit Licence 470916. Under the terms of the "**Wesfarmers Finance**" **master policy**, any person who is approved for a new Coles Platinum MasterCard account on or after June 2005 is automatically given Merchandise Protection as set out in this booklet. The **master policy** is a contract of insurance between **Hallmark** and **Wesfarmers Finance**. **You** are not a party to this contract. **You** can claim insurance benefits as set out in this booklet directly against **Hallmark** under section 48 of the Insurance Contracts Act 1984 (Cth).

#### The **master policy**:

- is governed by the law in force in New South Wales;
- says that **you** cannot commence legal proceedings in respect of **your** right to claim insurance benefits in any court or tribunal outside Australia; and
- says that **you** cannot assign **your** right to claim insurance benefits to any other person.

If the **master policy** is varied, the relevant insurance benefits are varied in respect of all **purchases** made after the effective date of the variation. **Wesfarmers Finance** will give the **primary cardholder** prior written notice of any variation. If the **master policy** ends the relevant insurance benefits end and there is no cover for **purchases** made after the date when the **master policy** ends. **Wesfarmers Finance** will give the **primary cardholder** prior written notice if the **master policy** is to end.

Also, if any of the following events occur:

- the **credit contract** for **your card** ends;
- the **primary cardholder** ceases to be an Australian resident; or
- the **primary cardholder** becomes bankrupt or enters into an arrangement with their creditors under the Bankruptcy

Act 1966 (Cth);

- the insurance benefits end and there is no cover for purchases made after the relevant event.

### 2. Definitions

Some of the words in this booklet have a special meaning wherever they appear. These words are defined below; **master policy** means the contract of insurance between **Hallmark** and **Wesfarmers Finance**; **primary cardholder** means the person who has entered into a credit contract with **Wesfarmers Finance** for a card; **we, our, us** means Hallmark General Insurance Company Ltd. ABN 82 008 477 647 AFSL 243478; and **you, your** means the **primary cardholder** and any additional cardholders.

### 3. Merchandise Protection

If:

- **you** purchase an item in Australia using **your card**; and
- the item is lost, stolen or damaged in Australia within 90 days of its purchase, **we** will at **our** option:
  - pay the original **purchase** price; or
  - pay the reasonable cost of repair or replacement.

If **you** purchase an item using **your card** for only part of the purchase price, **we** will pay a proportionate amount. If a set of items is purchased and part of the set is lost, stolen or damaged and either that part can be repaired or replaced or the remaining part can be used separately, **we** will pay a proportionate amount.

An item does not cease to be covered just because it is given to someone else as a gift. **You** can still claim for that item.

**You** must obtain **our** approval before having any item repaired or replaced.

**We** will pay up to a maximum of \$2,000 for all jewellery and watches and \$10,000 for each event or series of events.

In any 12 month period **we** will pay up to a maximum of \$25,000 for all items.

If an item is covered both under this Merchandise Protection and under any other insurance cover provided by **us, you** can claim under either cover, but not under both.

**We** will pay all Merchandise Protection benefits directly to **your card** account, not to **you**. **We** will do this even though **your card** may have a zero **balance** when the benefit is paid.

The following items are not covered:

- precious metals and precious stones;
- cash or its equivalent (including gift vouchers, travellers cheques, tickets, cheques, postal orders and other negotiable instruments);
- perishable goods, groceries, foodstuffs, beverages

(both alcoholic and non-alcoholic) and other household consumables;

- used or second hand goods;
- mail order items or items delivered by courier or freight, while they are in transit;
- animals or living plants;
- motor vehicles, motor cycles, boats, private leisure craft, tents, caravans (including any accessories fitted to these); or
- contact lenses or other optical or medical products.

**We** will not pay for:

- loss, theft or damage that results directly or indirectly from any of the following:
  - atmospheric or weather conditions, including the action of light;
  - normal wear and tear;
  - an inherent product defect in the item;
  - **you** or someone in **your** household committing an illegal act;
  - the action of insect, vermin, fungus or rust;
  - the action of **your** pets or other pets in **your** household;
  - electrical or mechanical breakdown;
  - taking apart, maintaining, cleaning, restoring, dyeing or repairing the item;
  - using the item for a business purpose;
  - **you** or someone in **your** household physically abusing or not taking reasonable care of the item; or
  - the item being left unattended in a public place, in an unlocked car, overnight in an unattended car, or with a person who steals or deliberately damages it;
- theft or malicious damage which is not reported to the police within 24 hours of **you** discovering the theft or damage; or
- the disappearance of the item in circumstances which are not explained to **our** reasonable satisfaction.

#### 4. Making a claim

Please do not contact Coles or **Wesfarmers Finance** about any claim, as they are not involved in processing claims. For Merchandise Protection claims, telephone **Hallmark** on 1800 800 230 to obtain a claim form. **You** must complete the claim form, sign it, and return it to **us** as soon as possible. **You** must provide **us** with such information about **your** claim and the circumstances surrounding it, and copies of such documentation, as **we** may require.

For example:

- **we** will require copies of **your card** statement and the receipt, as proof of **purchase** of the item, and as proof of the

date of **purchase**;

- if **you** make a claim for an item that has been stolen or maliciously damaged, **we** will require a copy of the police report.

**We** may deal with the **primary cardholder** or any additional **cardholder** who makes a claim as though that person has authority to represent everyone who is entitled to make the claim, and **our** dealings with that person will bind the others.

#### 5. If you have a complaint

We have a free internal dispute resolution procedure to which **you** can have access by telephoning 1800 800 230 or by writing to Latitude, GPO Box 1571, Sydney NSW 1025.

If **your** complaint is not resolved in this way, **you** can contact the Financial Ombudsman Service Australia, an independent and impartial body that provides a free external dispute resolution procedure for complaints within its terms of reference, by telephoning 1800 367 287, by emailing [info@fos.org.au](mailto:info@fos.org.au) or by writing to PO Box 561, Collins Street West, Melbourne VIC 8007.

More information about these procedures is available on request.

**Hallmark** follows the General Insurance Code of Practice which is on the Insurance Council of Australia's website at [www.ica.com.au](http://www.ica.com.au)



# Coles Platinum MasterCard® Concierge Services

This section outlines the conditions which govern the use of the Concierge Services available to **you** if **you** are a Coles Platinum MasterCard cardholder.

## Access to Concierge Services

If **you** are a Coles Platinum MasterCard **cardholder**, **you** have access to the following travel assistance and lifestyle services. To take advantage of these services, **you** can call the Coles Platinum MasterCard Customer Service Centre by telephone on 1300 552 710, 24 hours a day, 365 days a year. While, the Customer Service Centre will usually endeavour to provide information or make bookings for **you** in the first instance, depending upon the nature of **your** enquiry or request, **you** may ask **us** to transfer **you** to speak directly to the relevant travel or booking agent or service provider.

## Travel Assistance Services

**We** provide up-to-date information about domestic and international flight times. On **your** request, **we** will endeavour to book flights on **your** behalf.

**We** provide hotel information, referrals and recommendations including location, contact details, current rating (if any) and vacancy information. On **your** request, **we** will endeavour to reserve hotel rooms on **your** behalf.

**We** provide car rental, limousine and car service information including location, contact details hours of operation and information about availability. On **your** request, **we** will endeavour to book these on **your** behalf.

## Lifestyle Services

**We** provide information about theatre performances, concerts, and sporting events including location and contact details. On **your** request, **we** will endeavour to book tickets to these on **your** behalf.

**We** provide information about restaurants including location, contact details, hours of operation, current rating (if any) and information about table availability. On **your** request, **we** will endeavour to reserve a table on **your** behalf.

**We** provide information about health clubs and gyms including location, available services and facilities, contact details, hours of operation. **We** will endeavour to make a booking for any specific services **you** request.

**We** provide information about golf courses and clubs including location, tee times and hours of operation. On **your** request, **we**

will endeavour to book tee-off times for you.

**We** provide information about shopping locations including hours of operation and facilities.

**We** provide information about florists. On **your** request, **we** will endeavour to **purchase** and arrange delivery of flowers on **your** behalf.

**We** provide information on gifts and gift arrangements. On **your** request, **we** will endeavour to **purchase** and arrange delivery of gifts on **your** behalf.

**We** provide information about rental services for computers and audio/visual equipment. On **your** request, **we** can refer **you** to rental service providers and make rental arrangements for you. The Concierge Services may not be used to acquire goods for commercial use or to locate or acquire goods or services where such goods or services, or the acquisition of such goods or services, is in breach of, or prohibited by, local laws or which may otherwise have an adverse impact on **our** reputation or business.

**You** may not use the Concierge Services where such use would:

- involve illegal channels or be immoral or unethical or otherwise contravene applicable laws; or
- involve any fraudulent act, misrepresentation or misleading conduct by **you** or **us**.

## Shipping and Delivery

Where **you** ask **us** to arrange shipping or delivery of tickets or any goods you purchase, **we** will endeavour to arrange such shipping or delivery with a reputable carrier and for a reasonable price. It may not be possible for **us** to arrange for shipping or delivery to certain countries and certain addresses. Where this is the case, **you** may need to nominate an alternative address where shipping and delivery is possible.

Where **we** arrange shipping and delivery on **your** behalf, **we** accept no responsibility for the services provided by the relevant shipping company or courier and, as between **you** and **us**, **you** bear all risk associated with any loss of, or damage to, the goods or any delay in shipping or delivery except to the extent that **we** have contributed to such loss, damage or delay by miscommunicating **your** instructions to the shipping or delivery company.

## What you pay

**You** do not have to pay **us** when **we** make a booking or reservation on **your** behalf or where **we** conduct research and provide information to you.

Where **you** ask **us** to purchase anything on **your** behalf such as tickets, flowers, gifts or services (eg health club services or computer rental), a charge will be made to **your** Coles Platinum

MasterCard **card** unless other payment arrangements are agreed with you. The charge will include any amount relating to shipping or delivery which **we** arrange on **your** behalf. Where the charge is in a foreign currency, the charge will be converted to Australian dollars in accordance with Clause 9.4 of these Conditions of Use.

Before **you** incur any charge for any purchase made on **your** behalf by **us** or for any shipping or delivery **we** arrange for you, **we** will notify **you** of the amount of each charge and obtain **your** consent. **Your** consent need not be in writing.

**You** acknowledge that the amount **we** notify to **you** for the purchase and/or shipping of goods may include taxes imposed on the acquisition, purchase or importation of goods including customs and import duties and goods and services tax, value added tax and any other consumption taxes. **We** have no liability in respect of any such taxes or in respect of any failure by any supplier to include an amount for such taxes.

### **Cancellations**

In some circumstances the supplier of tickets, goods or services which **you** acquire using the Concierge Services may allow **you** to cancel your purchase. **We** will endeavour to arrange such cancellation on **your** request. However, **we** will only do so where the supplier agrees to refund the purchase price to **your** Coles Platinum MasterCard **card**. In this case, **we** accept no responsibility for the failure of the supplier to effect such a refund. Where **you** cancel a booking or reservation made using the Concierge Services, even where the supplier agrees to a refund, the supplier may impose a cancellation charge. **You** authorise the debiting of any such cancellation charge to **your** Coles Platinum MasterCard **card** provided **you** have been notified of the amount of the charge at or before the time of cancellation.

### **Limitations on our responsibility and liability**

While **we** will provide the Concierge Services to **you** with due care and skill, **you** acknowledge that:

- (a) **we** are not the supplier of tickets or other goods or services which **you** may acquire from third party suppliers through the use of the Concierge Services; and
- (b) **we** express no warranty, condition or guarantee as to quality, fitness for any purpose or availability of any such tickets, goods or services.

**We** accept no responsibility or liability to **you** for the goods or services which **you** acquire or seek to acquire from any supplier through the use of the Concierge Services or for any delay or

failure in providing such goods or services.

**Our** liability to **you** for any loss, cost or damages **you** suffer or incur as a consequence of the Concierge Services **we** provide or fail to provide, does not include liability for any consequential or indirect loss, cost or liability regardless of whether **we** have acted negligently or in breach of these Conditions of Use. Nothing in these Conditions of Use shall be taken to limit or exclude any liability **we** have which cannot be limited or excluded under the Australian Consumer Law or any other law.

### **Changes to the Concierge Services**

The Concierge Services available to **you** under these Conditions of Use may change from time to time. Also, **we** may change the terms upon which **we** provide the Concierge Services to **you** under these Conditions of Use in accordance with Clause 42 of these Conditions of Use.

