

CREDIT CARD TERMS AND CONDITIONS



CREDIT GUIDE

INFORMATION STATEMENT

for bcu rewards & classic Visa credit cards

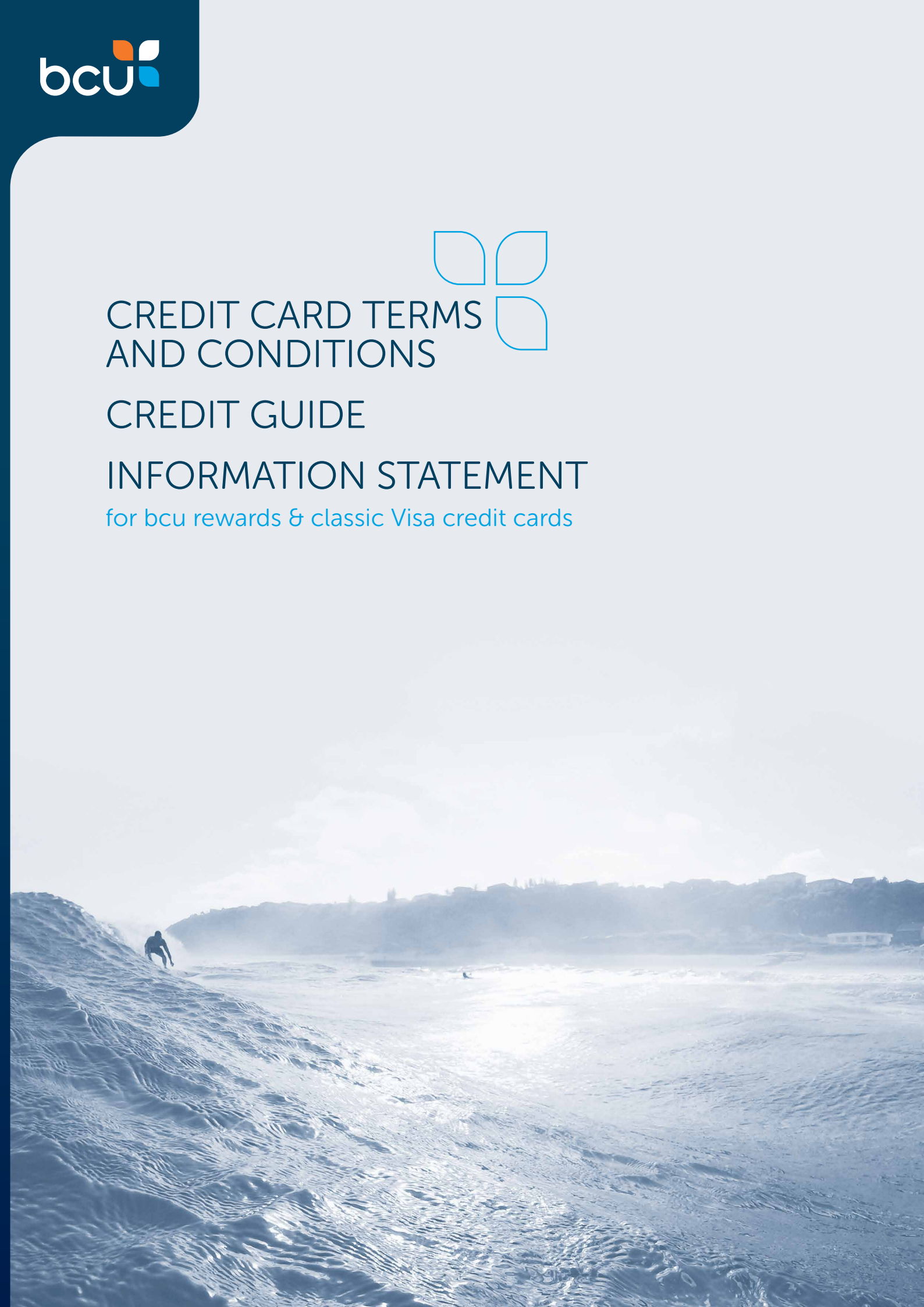




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This Credit Guide will assist you, when choosing your provider of credit services. This Guide contains information about bcu's credit products and services, remuneration, commission and other benefits, dispute resolution, what to do if you have a complaint and how to contact us.

bcu's credit products and services

bcu has an Australian Credit Licence number 241077 which authorises us to be a credit provider in relation to consumer lending products, regulated by the National Credit Code.

Our consumer lending products include credit cards, overdrafts, personal loans, home loans and residential property investment loans.

bcu's obligations

As a credit provider under the National Credit Code, we will not enter into a credit contract with you or increase the credit limit of an existing contract unless we assess that the credit contract or increase in limit is not unsuitable for you. This is known as a 'suitability assessment'.

What does 'not unsuitable' mean?

A credit contract or increase in limit will be unsuitable if it does not meet your requirements or objectives or it is likely that you will be unable to comply with your financial obligations under the contract or will only be able to comply with substantial hardship.

Your right to a copy of the suitability assessment or preliminary assessment

If your application for credit or an increase in your credit limit has been approved, you can contact bcu (contact details below) and request a written copy of the suitability assessment. Where we have given you credit assistance, you may also ask us for a copy of our preliminary assessment.

We will provide this to you free of charge within the time frames set out below:

Your request is made	We will give you your assessment
Before the credit day*	As soon as possible after we receive your request
Up to 2 years after the credit day* or the credit assistance is given	Within 7 business days after we receive your request
Between 2 and 7 years after the credit day* or the day the credit assistance is given	Within 21 business days after we receive your request





*The credit day is the date the credit contract is entered into or the credit limit is increased.

Note: We are not obliged to provide you with a copy of the suitability assessment once 7 years since the credit day has elapsed or if your application is declined.

What to do if you have a complaint

At bcu we have an Internal Dispute Resolution procedure for handling complaints.

You can contact bcu:

-  In person at a bcu store
-  By telephone on 1300 228 228
-  In writing addressed to
PO Box 1563, Coffs Harbour NSW 2450
-  Via email at mail@bcu.com.au

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

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

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

Updates

The information in this Credit Guide is current as at May 10th, 2019. A copy of our current Credit Guide will always be available on our website.



Credit Card Terms and Conditions for bcu rewards and classic Visa credit cards

Introduction

These terms and conditions form part of, and should be read with, the accompanying letter of offer.

These terms and conditions together with the letter of offer, our Visa Conditions of Use and our Product & Access Facility Conditions of Use form the contract between you and us in relation to your card.

Please see condition 13 for definitions of words and terms used in this agreement.

This document contains important information and sets out the rules governing the operation of your card account and your rights and obligations in using your card. It also sets out the rights and obligations of any additional cardholder.

You should retain this booklet for future reference.

It is very important that you read and understand the agreement between us. Please contact us if you do not understand or are unsure about any aspect of the agreement.

You should also read the Information Statement "Things you should know about your proposed credit contract" which is included at the back of this booklet.

How do you accept our offer?

Activate your card or transacting on your credit card account for the very first time means you agree to the terms and conditions set out in the letter of offer and these terms and conditions.

How long do you have to accept our offer & activate the card?

New credit card letters of offer remain open for acceptance for 30 days from the Disclosure Date within your Letter of Offer. If your card has not been activated by this time or your facility used, offers will be withdrawn and we will cancel any cards.

What do you do if you do not want to accept these terms and conditions?

If you do not agree to the terms and conditions in these terms and conditions and the letter of offer:

- Do not activate your card
- Do not use your card or card account
- Cut your card (and any additional cards) in half through the magnetic strip and return them to us immediately
- Destroy your PIN advice; and

Contact us immediately to advise us by calling 1300 228 228

Date: 10 May 2019

1 Interest

1.1 Your interest rate

The Financial Table contained in our letter of offer sets out the initial annual percentage rate that we will use to calculate the interest charges that apply to your card account. We may change this rate at any time without your consent. We will notify you of any change we make to the annual percentage rate (see condition 7).

Each statement also sets out the annual percentage rate that applies during the statement period.

1.2 Calculation of interest

We calculate interest daily.

We multiply the unpaid daily balance of cash advances and purchases by the relevant daily percentage rate. We also take into account any interest free period applicable on purchases.

We multiply the unpaid daily balance of interest on cash advances and purchases by the relevant daily percentage rate.

We calculate interest from the posting date on all transactions.

The daily percentage rate is the annual percentage rate divided by 365.

1.3 Interest free days

We will not charge you interest on purchases in these circumstances:

- (a) from the start of your credit contract until the due date for the first statement cycle;
- (b) from the opening date of a statement cycle to the due date of the statement cycle, provided the closing balance of the previous statement cycle is paid in full by the due date;
- (c) from the date you pay the current outstanding balance (including any pending purchases and balance transfers) of the credit contract to the due date of the next statement.

However, we will charge you interest on unpaid purchases from the day after a due date where you have not paid the closing balance in full.

1.4 No interest free days on cash advance

There are no interest-free days for:

- cash advances obtained using a card;
- any debit to your card account in respect of a balance transfer;
- cash advance credit charges incurred in respect of any transactions on your card account.

1.5 Cash advances

For the purposes of this clause, a cash advance includes a debit to your card account:

- (a) which results in you receiving actual cash or
- (b) where the funds are used to purchase "cash equivalent" items such as cheques or travellers cheques or
- (c) where the funds are credited to any other account held by you or a third party with us or
- (d) a balance transfer transaction or
- (e) made as a result of a BPAY payment.

1.6 Interest charges

Interest is charged on:

- cash advances;
- fees and charges (including government fees and charges) related to cash advances ("cash advance fees");
- interest on cash advances ("cash advance interest") and cash advance fees;
- purchases, subject to interest free period conditions;
- fees and charges (including government fees and charges) related to purchases ("purchase fees");
- interest on purchases and purchase fees;
- balance transfer – where a promotional interest rate is applicable;
- interest charge on balance transfer;
- fees and charges (including government fees and charges).

Interest will be calculated in accordance with this clause and charged for each statement period on the last day of each month.

1.7 Calculation of interest charges

- (a) We charge interest on interest charges on purchases which we debit to your card account at the purchase rate. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases.
- (b) We charge interest on interest charges on cash advances which we debit to your card account at the cash advance rate. There is no interest free period for those interest charges. We add those interest charges to the balance of cash advances.
- (c) Interest is charged:
 - (i) for interest charges from the first day of the next statement period after the statement period in which the interest is incurred;
 - (ii) for fees and charges (if applicable) from the date shown on your statement for these fees.

The total amount of interest charges debited to the card account is the sum of the interest charges on the cash advance balance and the purchase balance.

1.8 Credit interest

No interest is payable to you if your card account is in credit.

1.9 Default interest

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

- (a) If you do not make a payment when due, you must pay us interest at the default rate on the overdue amount.
- (b) We will calculate default interest on a daily basis by multiplying the overdue amount by the default rate divided by 365.
- (c) We will debit default interest on the last day of the statement period.

2 Payments

2.1 In relation to each statement, you must:

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

You may also pay more than the above if you wish, up to the full amount of the closing balance.

2.2 A reversal or refund of charges to your card account is not a payment to your account.

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

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

- (a) by depositing cash or a cheque to your card account at any bcu store;
- (b) by sending us a cheque drawn on an Australian bank account to the address shown on your statement;
- (c) by transferring funds electronically from another account; or
- (d) otherwise as provided on your statement.

2.5 You must make all payments due under this credit contract and any mortgage, without any deduction, set-off, counterclaim or condition.

3 Processing payments

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

3.2 In the ordinary course of business, payments and other credits to your card account will generally be treated in the following way:

- (a) cash payments to your card account made at one of our bcu stores will be credited to your card account on that day;
- (b) cheque payments are only effective once cleared but once cleared will be credited from the date of receipt by us;
- (c) payments received electronically are effective when received.

3.3 We will apply your payments to the closing balance in the latest statement and to amounts included in that balance that attract a higher annual percentage rate first.

3.4 If your payment exceeds the closing balance of the account, we will apply the payment in excess of the closing balance to amounts that attract a higher interest rate first.

4 Fees and charges

- 4.1 You agree to pay us:
- (a) all fees and charges set out in the letter of offer as varied by us from time to time in accordance with these terms and conditions; and
 - (b) all government taxes, rates and other charges incurred in respect of any transactions on your card account.
- 4.2 You authorise us to debit those fees and charges to your card account on the last day of the statement period in which they were incurred.
- 4.3 All fees and charges are non-refundable.

5 Your credit limit

- 5.1 We will make funds available to you up to the credit limit.
- 5.2 You agree to ensure that the outstanding balance does not exceed the credit limit.
- 5.3 If your credit limit is exceeded at any time:
- (a) you must immediately pay the excess without our requesting it; and
 - (b) by authorising a transaction that causes the credit limit to be exceeded, we are not agreeing to an increase in your credit limit.
- 5.4 We may reduce the credit limit or stop providing further credit without your consent at any time.
- 5.5 You can ask us at any time to increase or decrease your credit limit. We are not obliged to agree to any increase to your credit limit.
- 5.6 Your card account has a minimum credit limit of \$500.
- 5.7 Subject to clause 5.5, you may reduce your credit limit at any time. However, if you reduce the credit limit, you must ensure that the outstanding balance does not exceed your new credit limit.

6 Additional cardholders

- 6.1 You may nominate up to two other people over the age of 16 to be an additional cardholder.
- 6.2 You are liable for any use of the additional card and your card account by an additional cardholder as if your card account had been used by you.
- 6.3 The additional cardholder's access to and use of the card and your card account is governed by this agreement. If any additional cardholder breaches the agreement, you will be in breach of that agreement.
- 6.4 You can cancel any additional card by calling us on 1300 228 228 or visiting any bcu store during normal business hours. We will only cancel the card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional card to us.

7 Changes

- 7.1 We may at any time change the annual percentage rate. If the change increases your obligations, we will notify you on or before the day the increase takes effect by giving you written notice or by publishing a notice in a newspaper and sending you notification in your next statement of account. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 7.2 We may at any time change the amount, method of calculation, frequency, or time for payment of repayments. If the variation increases your obligations we must give you written notice at least 20 days before the increase takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 7.3 We may at any time change the amount, frequency or time for payment of a fee or charge or impose a new fee or charge. If the variation increases your obligations, we must notify you 20 days before the change takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.

8 Default

- 8.1** You will be in default under this agreement if:
- (a) you breach your obligations under this agreement (for example you do not pay the minimum payment by the due date or you exceed the credit limit and do not immediately pay the excess on receipt of your statement);
 - (b) you become insolvent;
 - (c) we reasonably believe there has been fraud or misrepresentation by you or on your behalf in relation to the opening or conduct of this card account.
- 8.2** If you are in default under this agreement, we may do any or all of the following:
- (a) vary the interest rate applicable to any balance transfer or honeymoon rate period;
 - (b) close your card account;
 - (c) cancel any card(s);
 - (d) require the return of any card(s);
 - (e) use any money you have in any other account you may have with us towards repaying any amount you owe us under this agreement;
 - (f) demand you pay us the outstanding balance after giving you notice and otherwise complying with the National Credit Code;
 - (g) require you to pay us on demand all enforcement expenses (these are our reasonable costs (including any internal costs) of recovering amounts owed under this agreement).

9 Cancellation of a card

- 9.1** We may at any time without notice to you cancel a card, ask for its return, retain a card presented to us or any other person, close your card account or otherwise cancel access to your card account. Without limiting our rights, examples of why we might do this could be if we think a card is being used in a way that may cause loss to you, your card account is a joint account and one of you asks us to terminate his/her liability for further advances on the account or you die.
- 9.2** A card must not be used after it is cancelled.
- 9.3** When we give you notice of the cancellation of a user's card, you must ensure it is returned to us (cut in half for protection).

- 9.4** If a user does not require a replacement card, you must notify us a reasonable time before the expiration date of the card.
- 9.5** If you wish to cancel a card, you must notify us to arrange cancellation. Cancellation may not be effective until the card is returned to us.
- 9.6** You may close your card account at any time by telling us in writing and returning any cards issued to us (cut in half for protection).

10 Payment on cancellation or closure

- 10.1** If you or we close your card account or if we cancel any card access, you must immediately:
- (a) pay the outstanding balance;
 - (b) immediately pay any amounts subsequently debited to your card account after the time of cancellation;
 - (c) cancel all authorities to debit your card account; and
 - (d) return all cards to us

11 Balance transfers

- 11.1** At our discretion, we may accept requests by you to transfer balances from another non- bcu credit card or store card. Requests for transfers by additional cardholders will not be accepted.
- 11.2** Requests for transfers will automatically be refused where:
- (a) the balance you wish to transfer relates to credit cards or store cards issued outside Australia;
 - (b) you are in default under your card account: or
 - (c) you are in default under the account from which you wish to make the balance transfer at the time of your application.
- 11.3** If the amount you wish to transfer would cause you to reach or exceed the credit limit on your card account, we may, at our discretion, only transfer such amount so that the balance on your card account will reach 95% of your credit limit.
- 11.4** Any balance transfer request will only be processed once a card has been activated on your card account.

11.5 Payments to your nominated card issuer will usually be made within 14 business days of approving your request or activation of your card, whichever is the later. bcu is not responsible for any delay in processing any balance transfer request. You remain responsible for any other payments due on your nominated account in accordance with the terms and conditions that apply to that account.

11.6 If the balance transfer is processed, it will appear on your next statement.

11.7 No interest free days apply to any debit to your card account in respect of a balance transfer.

11.8 A balance transfer cash advance will accrue interest from the date of posting at the relevant cash advance rate and form part of the cash advance balance.

11.9 In authorising bcu to transfer any funds to pay an outstanding balance from another credit/store card account(s) it is not the responsibility of bcu to arrange closure of the account(s). This remains your responsibility to arrange this as soon as possible after bcu has processed your balance transfer request.

11.10 We may, at our discretion, require you to cancel the other credit/store card facility.

12 General matters

12.1 Ownership of Visa Card

The Visa card remains our property at all times.

12.2 Change of name/address

You must tell us promptly if you change your name or address. You can do this either by calling in at one of our bcu stores or telephone us on 1300 228 228.

12.3 Notices and other communications under this agreement must be in writing

Subject to applicable laws, communication methods may include notification on or with your account statement; notification by letter or other direct communication; announcement via our website; or advertisement in the local media or national media; or where you have elected to receive notices or statements electronically and the account or facility allows electronic delivery of such information, we may deliver these to you via bcu's Internet Banking facilities (if you are registered for bcu Internet Banking).

We can use the last address we have recorded for you. If you change your name or address you must let us know as soon as possible.

12.4 Assignment

We may assign our rights under this agreement. You may not assign your rights and obligations under this agreement.

12.5 Waiver

A failure or delay by us to exercise in whole or part any right or power under these terms and conditions does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.

12.6 Severability

If any part of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.

12.7 Credit Code application

If the National Credit Code applies to this agreement and if that code would otherwise make any provision of this agreement illegal, void or unenforceable, or a provision of this agreement would otherwise contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, this agreement is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.

12.8 Applicable law

This agreement is governed by the laws in force in New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of that place.

12.9 Code of Conduct

We warrant that we will comply with the requirements of the ePayments Code.

13 Definitions

available funds	the difference between the credit limit and the sum of the outstanding balance and any transactions made or authorised but not yet debited to your card account.
balance transfer	a balance transfer is where we agree to accept a request by you to transfer an outstanding amount on a non-bcu credit card or store card, and we have agreed to treat the transaction as a balance transfer.
business day	any day bcu is normally open for business in New South Wales but not a Saturday, Sunday or public holiday.
card account	your bcu Visa credit card account.
card scheme	the Visa credit card scheme operated and maintained by Visa International Service Association ABN 70 007 507 511.
closing balance	the amount shown on your statement as the outstanding balance of your credit contract as at the closing date of a statement cycle.
cash advance credit charge	interest on cash advances and interest on cash advance credit charges.
daily balance	the outstanding balance on your card account at the end of each day.
excess	the amount by which the outstanding balance exceeds the credit limit.
fees and charges	(a) our fees and charges or (b) all government taxes, rates and other charges incurred in respect of any transactions on your card account.
posting date	the date a transaction (not being a cash advance) is processed to your card account.
purchase	any amount charged by a supplier (other than a cash advance) through the use of the card or card details.
purchase credit charges	interest on purchases and interest on purchase credit charges.
transactions	any purchase or cash advance or balance transfer.
user	you and any additional cardholder approved by us.
we, us, our or bcu	Bananacoast Community Credit Union Ltd.
you and your	the cardholder(s) in whose name the card account is opened. Where the card account is opened in two or more names, your liability under the card account is joint and several.



Form 5 Information Statement

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 precontractual statement containing certain information about your contract. The precontractual statement must be given to you before —

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

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

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

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

Your credit provider has to give you a copy —

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

3 Can I terminate the contract?

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

- you have not obtained any credit under the contract; or

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

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

4 Can I pay my credit contract out early?

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

5 How can I find out the pay out figure?

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

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

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

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

7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

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

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

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

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

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Australian Financial Complaints Authority (AFCA) and can be contacted at:

Telephone: 1800 931 678 (free call within Australia)

Mail: Australian Financial Complaints Authority GPO Box 3
Melbourne VIC 3001

Website: www.afca.org.au

Email: info@afca.org.au

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <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 can not insist that you use any particular insurance company.

11 Will I get details of my insurance cover?

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

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

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

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

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

13 In that case, what happens to the premiums?

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

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

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

Mortgages

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

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

16 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

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

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

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

See the answers to questions 22 and 23.
Otherwise you may —

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

OR

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

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

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

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

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

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

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

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

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

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

General

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

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

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

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

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

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

24 Can my credit provider take action against me?

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

25 Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING 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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA) AND CAN BE CONTACTED AT:

TELEPHONE: 1800 931 678 (FREE CALL WITHIN AUSTRALIA)

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

WEBSITE: WWW.AFCA.ORG.AU

EMAIL: INFO@AFCA.ORG.AU

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

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